



XAYABURI POWER COMPANY LIMITED

(incorporated under the law of the Lao People's Democratic Republic)

Offering in Thailand of

Unsecured and Unsubordinated Debentures, with a Debentureholders' Representative, Namely,

"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 1 DUE 2025" ("Tranche 1 Debentures")
with the tenor of 3 years and the interest rate of 4.50 percent per annum, payable quarterly throughout the term of the Debentures
in the total number of up to 4,500,000 units, with the total principal amount of up to Baht 4,500,000,000

"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 1 DUE 2026" ("Tranche 2 Debentures")
with the tenor of 4 years and the interest rate of 4.75 percent per annum, payable quarterly throughout the term of the Debentures
in the total number of up to 2,000,000 units, with the total principal amount of up to Baht 2,000,000,000

and

"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 1 DUE 2027" ("Tranche 3 Debentures")
with the tenor of 5 years and the interest rate of 5.00 percent per annum, payable quarterly throughout the term of the Debentures
in the total number of up to 3,500,000 units, with the total principal amount of up to Baht 3,500,000,000

(collectively, the "Debentures")

to Institutional Investors and/or High-Net Worth Investors

nominal value of Baht 1,000 per unit and offering price per unit of Baht 1,000

in the aggregate number of up to 5,000,000 units, with the aggregate principal amount of up to Baht 5,000,000,000
with an over-allotment option exercisable up to 5,000,000 units, with the principal amount of up to Baht 5,000,000,000
having total aggregate number of Debentures being offered of up to 10,000,000 units
with the total aggregate principal amount of up to Baht 10,000,000,000

Payment on the Debentures will be made subject to deductions for or on account of taxes of Thailand.

Issue Price: 100.00 percent.

The Debentures were assigned a credit rating of 'BBB+' (with stable outlook) according to reports published by TRIS Rating Co., Ltd. on 7 July 2022. The Issuer will arrange for the credit rating agency as approved by the Office of the Securities and Exchange Commission (the "Office of the SEC") to provide a credit rating for the Debentures throughout the tenors of the Debentures. A credit rating is not a recommendation to buy, sell or hold the Debentures and may be subject to revision, suspension or withdrawal at any time by the credit rating agency.

Joint Lead Arrangers

Bangkok Bank Public Company Limited	Kiatnakin Phatra Securities Public Company Limited,
Krung Thai Bank Public Company Limited	Krungthai XSpring Securities Company Limited
The Siam Commercial Bank Public Company Limited	

Debentureholders' Representative

Bank of Ayudhya
Public Company Limited

Registrar

Thailand Securities Depository
Company Limited

Paying Agent

Bank of Ayudhya
Public Company Limited

Subscription Period

22 July, 25-26 July 2022

Date of filing of the registration statement and draft prospectus: 20 June 2022

Effective date of the registration statement and draft prospectus: 22 July 2022

Prior to making an investment decision, investors should exercise their own judgment when considering detailed information relating to the Issuer and the conditions of securities, including the suitability for investment and the relevant risk exposure. The effectiveness of this registration statement and draft prospectus does not represent that the Ministry of Finance of Thailand, the Securities and Exchange Commission or the Office of the Securities and Exchange Commission have suggested investment in the Debentures; nor contain any assurance in relation to the value or returns on the Debentures; nor shall they certify the accuracy and completeness of information contained in the registration statement and draft prospectus. The liability for certification of the accuracy and completeness of information contained in the registration statement is vested in the Issuer.

Should any information in the registration statement and draft prospectus contain any false statement or omission of any material information which should be disclosed, the Debentureholders who have purchased the Debentures within one year from the effective date of the registration statement and draft prospectus shall be entitled to claim damages from the Issuer pursuant to Section 82 of the Securities and Exchange Act B.E. 2535 (1992) within one year from the date on which the Debentureholders have become aware of, or should have been aware of, such false statement or omission of the material information, but not exceeding two years from the effective date of the registration statement and draft prospectus.

Investors can review or request a copy of the registration statement and draft prospectus filed with the Office of the SEC from the Capital Market Information Center of the Office of the Securities and Exchange Commission at 333/3 Vibhavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok 10900, Thailand during the Office of the SEC's business days and hours or via <http://www.sec.or.th>.

Warning: Investors shall understand the product characteristics, conditions of return on investment and risks before deciding to invest. Rights and protections entitled to investors who invest in the Debentures are of the similar nature as those entitled through making direct investment overseas. Therefore, the investors should study and investigate information relating to the laws and regulations of the jurisdictions in which the Issuer is incorporated.

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Factsheet

Xayaburi Power Company Limited (the "Issuer" or "Company")



Nature of Business: The Issuer engaged in the generation and sale of electricity from the Xayaburi Hydroelectric Power Plant ("XHPP"), located in Lao PDR. The power plant has an installed capacity of 1,285 MW which its output mainly sells to EGAT in Thailand under the Power Purchase Agreement ("PPA").

Listing status on The Stock Exchange of Thailand : ☐ Listed ☒ Non-Listed

Offer for sale of name-registered, unsecured and unsubordinated debentures with a debentureholders' representative

"The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 1 Due 2025" (the "Debentures")

Subscription Date 22 July and 25-26 July 2022

Debentures Characteristics

Tenor : 3 Years
Fixed Interest Rate : 4.50 percent per annum
Interest Period : Quarterly
Total Offering Size : Up to Baht 4,500,000,000
Debentureholders' Representative : Bank of Ayudhya PCL
Use of Proceeds: To repay or refinance loans from the financial institutions and/or loans from related companies and/or accrued interest on loans from related companies approximately within August 2022. The loan was funded for the hydropower (green project) which is eligible green project under the Company's green bond framework

Credit Rating of the Debentures

Rating: "BBB+" Outlook: "Stable"
Date: 7 July 2022 By: TRIS Rating Co., Ltd.

Other Key Information

Issue Date : 27 July 2022
Maturity Date : 27 July 2025
Offering Type : Institutional and/or High-net Worth Investor
Joint Lead Arrangers : Bangkok Bank PCL, Kiatnakin Phatra Securities PCL*, Krung Thai Bank PCL, Krungthai XSpring Securities Co., Ltd., and The Siam Commercial Bank PCL

*Including Kiatnakin Phatra Bank Public Company Limited

Registrar : Thailand Securities Depository Co., Ltd.
Paying Agent : Bank of Ayudhya PCL

Key Financial Ratios

Financial Ratios (times)	Industry Average (latest)	Q1 of 2022	2021	2020
Interest coverage ratio ¹	N/A	2.6	2.6	1.9
Current ratio ¹	N/A	1.1	1.1	1.5
Debt to equity: D/E ratio ²	N/A	3.6	3.7	3.7

¹ The higher, the more debt repayment ability

² The higher, the more debt obligations

Financial Covenant

The Issuer shall maintain Debt to Equity ratio of not exceeding 3 : 1 as at the end of its fiscal year period, which information as appeared in the Financial Statements (the aforementioned ratio was 1.9 times as at 31 March 2022) Please see definitions of the terms "Debt," "Equity" and "Financial Statements" in the draft Conditions attached in Appendix 1 of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.

Risk Level

(Assessed based on debenture tenor and credit rating)



Comparable Yield to Maturity (YTM)

Debentures with comparable tenor and the same credit rating yield 4.16 percent per annum (as of 18 July 2022).

Risks Specific to the Issuer

Risk in respect of raw materials in electricity production under the PPA

XHPP relies solely on the water from the Lancang (Upper part of Mekong) River, which is regulated by a number of hydropower dams. Therefore, the dams located upstream of XHPP may create an important variation that affects XHPP's water inflow and affect the ability of a power plant to generate revenue. However, the risk has been efficiently managed through appropriate design of the plant, and negotiations of various terms in the Power Purchase Agreement ("PPA") to fairly cover such risk.

Risk in respect of the right to receive payments on the Debentures that is effectively junior to existing and future secured debt of the Issuer

In the case where the Issuer has existing secured debt, since the holders of the Debentures do not share the security and collateral granted to secure the secured debt of the Issuer, the rights of holders of the Debentures would effectively rank junior to the rights of holders of secured debt of the Issuer to the extent of the value of the assets securing such secured debt.

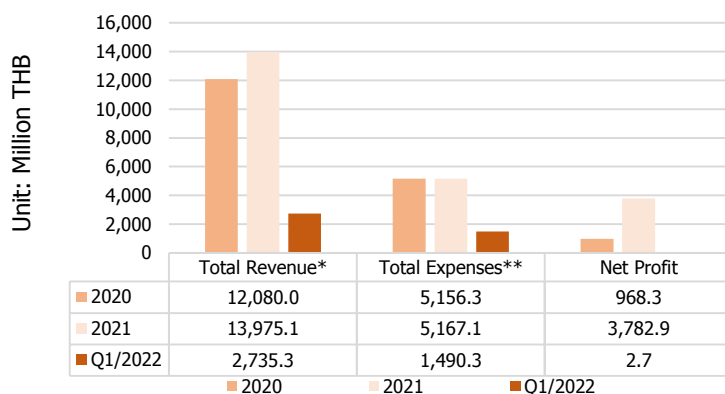
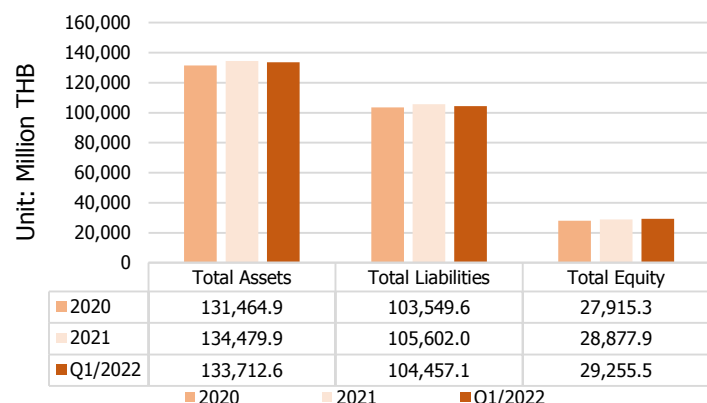
Risk in respect of difficulty in enforcing Debentureholders' rights under the Debentures across multiple jurisdictions

The Debentures will be issued by the Issuer, which is incorporated under the law of the Lao PDR. The Debentures and the Debentureholders' Representative Appointment Agreement will be governed by Thai law. In the event of a bankruptcy, insolvency or similar event, different proceedings could be initiated in the Lao PDR or Thailand. Such multi-jurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the rights of Debentureholders.

Prospectus (Filing) Scan Here



Summary of Financial Position and Operating Results for 2020, 2021, and the first quarter of 2022

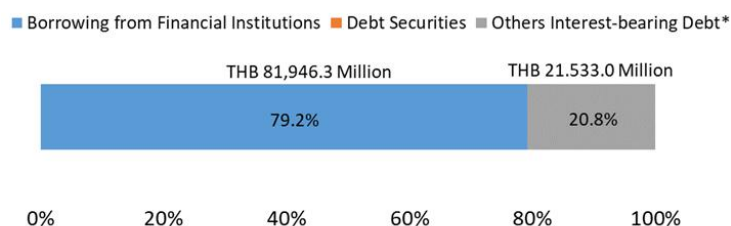


*Total revenue excluded gain on exchange

**Total expenses included gain/(loss) on exchange

Proportion of Interest Bearing Debts

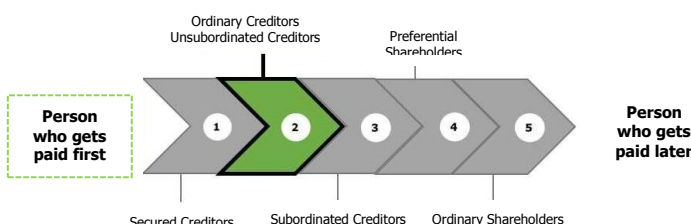
as of 31 March 2022



*Finance Leases, Long-term loans from related companies and accrued interest

Priorities

When the Issuer is under receivership order, sentenced to bankruptcy by court or liquidated to dissolve the company.



Special Characteristics and Material Risks Specific to the Debentures

- Investing in Debentures is not a deposit.
- Due to low liquidity of the debt instrument market in Thailand, if the Debentureholders sell their Debentures in the secondary market prior to the Maturity Date, the Debentureholders may receive lower or higher selling price depending on particular market circumstance and demand.
- Credit rating of the Debentures is provided for making a decision on investment only. A credit rating is not a recommendation to buy, sell or hold the Debentures and is not a guarantee of the Issuer's ability to make payment under the Debentures.
- Investors may have to be ready to hold the Debentures until the Maturity Date as selling the Debentures before the Maturity Date can be difficult or sold below the par value or price purchased.
- The Debentureholders may not be able to sell the Debentures freely since the Issuer has registered a transfer restriction of the Debentures with the SEC that no Debentures will be transferred to any person other than those qualified as institutional investors and/or high-net-worth investors, except by way of inheritance.
- The Issuer is not listed in the Stock Exchange of Thailand, Debentureholders shall study carefully before making decision to invest.

Warnings and Other Notices

- An approval from the SEC does not mean a recommendation to invest, guarantee repayment or return of principal or verification of information.
- This factsheet is part of the Prospectus (filing) for this Debentures issuance, which is a summary of information on the offering, characteristics and risks specific to debentures and the Issuer. Therefore, investors have to analyze risks and study information from the said Prospectus (filing).
- The Issuer has no record of default on debt, interest or principal of debt instruments or default on loan from commercial banks, finance companies, credit foncier companies or financial institutions established by specific law in the past 3 years.
- As of 17 June 2022, the Debentureholders' Representative is a creditor of the Issuer. Please consider additional details as described in Part 4 Information on the Offering of the Debentures of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.
- The Joint Lead Arrangers have relationship with the Issuer that may give rise to conflict of interest, whereby, the Issuer has a credit facility with local commercial banks including the relevant Joint Lead Arranger(s). Therefore, the relevant Joint Lead Arranger(s) is a creditor of the Issuer. Please consider additional details as described in Part 4 Information on the Offering of the Debentures of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.
- Each tranche of Debentures has different tenor and/or risk levels. The Debentures with a longer tenor constitute higher risks.

For additional details and other risks, please read Section 3.2.3 (*Risk Factors*) of Part 3.2 (*Description of Issuer*) of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.

Factsheet

Xayaburi Power Company Limited (the "Issuer" or "Company")



Nature of Business: The Issuer engaged in the generation and sale of electricity from the Xayaburi Hydroelectric Power Plant ("XHPP"), located in Lao PDR. The power plant has an installed capacity of 1,285 MW which its output mainly sells to EGAT in Thailand under the Power Purchase Agreement ("PPA").

Listing status on The Stock Exchange of Thailand : ☐ Listed ☒ Non-Listed

Offer for sale of name-registered, unsecured and unsubordinated debentures with a debentureholders' representative

"The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 2 Due 2026" (the "Debentures")

Subscription Date 22 July and 25-26 July 2022

Debentures Characteristics

Tenor : 4 Years
Fixed Interest Rate : 4.75 percent per annum
Interest Period : Quarterly
Total Offering Size : Up to Baht 2,000,000,000
Debentureholders' Representative : Bank of Ayudhya PCL
Use of Proceeds: To repay or refinance loans from the financial institutions and/or loans from related companies and/or accrued interest on loans from related companies approximately within August 2022. The loan was funded for the hydropower (green project) which is eligible green project under the Company's green bond framework

Credit Rating of the Debentures

Rating: "BBB+" Outlook: "Stable"
Date: 7 July 2022 By: TRIS Rating Co., Ltd.

Other Key Information

Issue Date : 27 July 2022
Maturity Date : 27 July 2026
Offering Type : Institutional and/or High-net Worth Investor
Joint Lead Arrangers : Bangkok Bank PCL, Kiatnakin Phatra Securities PCL*, Krung Thai Bank PCL, Krungthai XSpring Securities Co., Ltd., and The Siam Commercial Bank PCL

*Including Kiatnakin Phatra Bank Public Company Limited

Registrar : Thailand Securities Depository Co., Ltd.
Paying Agent : Bank of Ayudhya PCL

Key Financial Ratios

Financial Ratios (times)	Industry Average (latest)	Q1 of 2022	2021	2020
Interest coverage ratio ¹	N/A	2.6	2.6	1.9
Current ratio ¹	N/A	1.1	1.1	1.5
Debt to equity : D/E ratio ²	N/A	3.6	3.7	3.7

¹ The higher, the more debt repayment ability

² The higher, the more debt obligations

Financial Covenant

The Issuer shall maintain Debt to Equity ratio of not exceeding 3 : 1 as at the end of its fiscal year period, which information as appeared in the Financial Statements (the aforementioned ratio was 1.9 times as at 31 March 2022) Please see definitions of the terms "Debt," "Equity" and "Financial Statements" in the draft Conditions attached in Appendix 1 of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.

Risk Level

(Assessed based on debenture tenor and credit rating)



Comparable Yield to Maturity (YTM)

Debentures with comparable tenor and the same credit rating yield 4.43 percent per annum (as of 18 July 2022).

Risks Specific to the Issuer

Risk in respect of raw materials in electricity production under the PPA

XHPP relies solely on the water from the Lancang (Upper part of Mekong) River which is regulated by a number of hydropower dams. Therefore, the dams located upstream of XHPP may create an important variation that affects XHPP's water inflow and affect the ability of a power plant to generate revenue. However, the risk has been efficiently managed through appropriate design of the plant, and negotiations of various terms in the Power Purchase Agreement ("PPA") to fairly cover such risk.

Risk in respect of the right to receive payments on the Debentures that is effectively junior to existing and future secured debt of the Issuer

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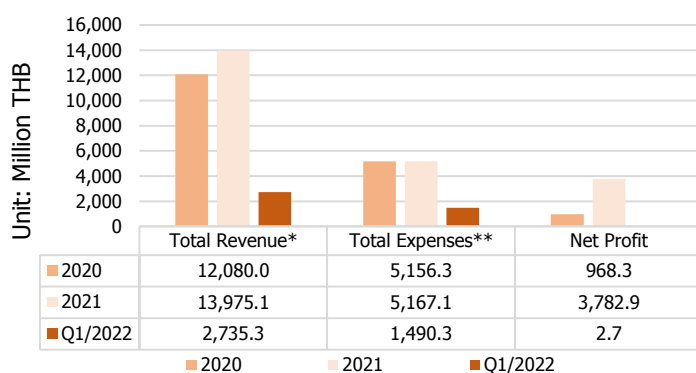
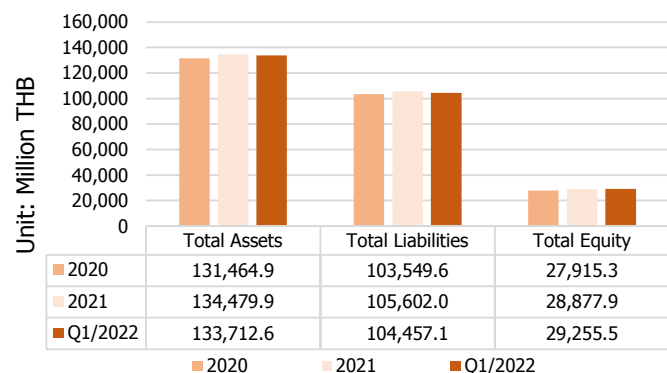
Risk in respect of difficulty in enforcing Debentureholders' rights under the Debentures across multiple jurisdictions

The Debentures will be issued by the Issuer, which is incorporated under the law of the Lao PDR. The Debentures and the Debentureholders' Representative Appointment Agreement will be governed by Thai law. In the event of a bankruptcy, insolvency or similar event, different proceedings could be initiated in the Lao PDR or Thailand. Such multi-jurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the rights of Debentureholders.

Prospectus (Filing) Scan Here



Summary of Financial Position and Operating Results for 2020, 2021, and the first quarter of 2022

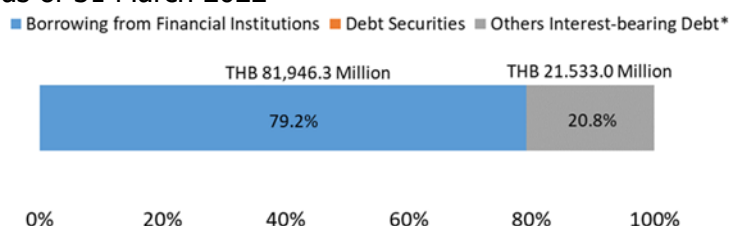


*Total revenue excluded gain on exchange

**Total expenses included gain/(loss) on exchange

Proportion of Interest Bearing Debts

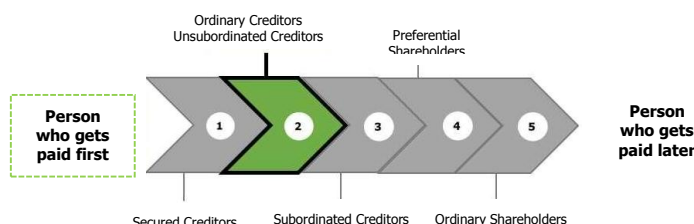
as of 31 March 2022



*Finance Leases, Long-term loans from related companies and accrued interest

Priorities

When the Issuer is under receivership order, sentenced to bankruptcy by court or liquidated to dissolve the company.



Special Characteristics and Material Risks Specific to the Debentures

- Investing in Debentures is not a deposit.
- Due to low liquidity of the debt instrument market in Thailand, if the Debentureholders sell their Debentures in the secondary market prior to the Maturity Date, the Debentureholders may receive lower or higher selling price depending on particular market circumstance and demand.
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Subscription Date 22 July and 25-26 July 2022



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Tenor : 5 Years
Fixed Interest Rate : 5 percent per annum
Interest Period : Quarterly
Total Offering Size : Up to Baht 3,500,000,000
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Use of Proceeds: To repay or refinance loans from the financial institutions and/or loans from related companies and/or accrued interest on loans from related companies approximately within August 2022. The loan was funded for the hydropower (green project) which is eligible green project under the Company's green bond framework

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Rating: "BBB+" Outlook: "Stable"
Date: 7 July 2022 By: TRIS Rating Co., Ltd.

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Key Financial Ratios

Financial Ratios (times)	Industry Average (latest)	Q1 of 2022	2021	2020
Interest coverage ratio ¹	N/A	2.6	2.6	1.9
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Risk Level

(Assessed based on debenture tenor and credit rating)



Comparable Yield to Maturity (YTM)

Debentures with comparable tenor and the same credit rating yield 4.69 percent per annum (as of 18 July 2022).

Risks Specific to the Issuer

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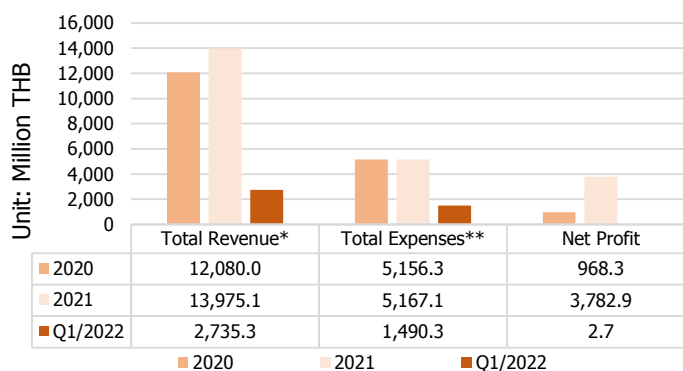
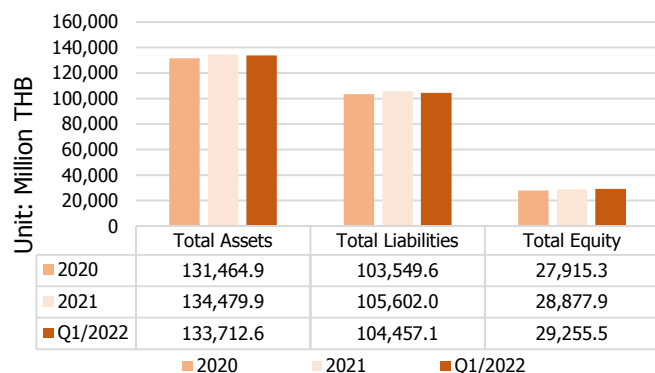
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Prospectus (Filing) Scan Here



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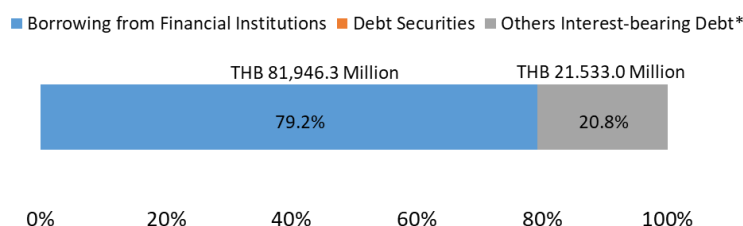


*Total revenue excluded gain on exchange

**Total expenses included gain/(loss) on exchange

Proportion of Interest Bearing Debts

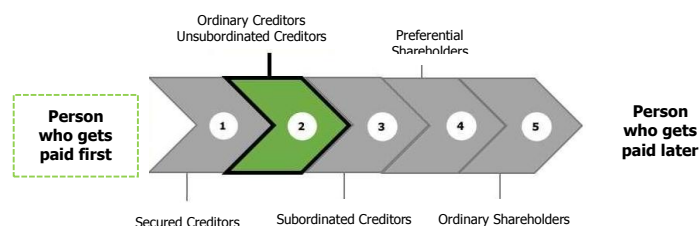
as of 31 March 2022



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Priorities

When the Issuer is under receivership order, sentenced to bankruptcy by court or liquidated to dissolve the company.



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- Credit rating of the Debentures is provided for making a decision on investment only. A credit rating is not a recommendation to buy, sell or hold the Debentures and is not a guarantee of the Issuer's ability to make payment under the Debentures.
- Investors may have to be ready to hold the Debentures until the Maturity Date as selling the Debentures before the Maturity Date can be difficult or sold below the par value or price purchased.
- The Debentureholders may not be able to sell the Debentures freely since the Issuer has registered a transfer restriction of the Debentures with the SEC that no Debentures will be transferred to any person other than those qualified as institutional investors and/or high-net-worth investors, except by way of inheritance.
- The Issuer is not listed in the Stock Exchange of Thailand, Debentureholders shall study carefully before making decision to invest.

Warnings and Other Notices

- An approval from the SEC does not mean a recommendation to invest, guarantee repayment or return of principal or verification of information.
- This factsheet is part of the Prospectus (filing) for this Debentures issuance, which is a summary of information on the offering, characteristics and risks specific to debentures and the Issuer. Therefore, investors have to analyze risks and study information from the said Prospectus (filing).
- The Issuer has no record of default on debt, interest or principal of debt instruments or default on loan from commercial banks, finance companies, credit foncier companies or financial institutions established by specific law in the past 3 years.
- As of 17 June 2022, the Debentureholders' Representative is a creditor of the Issuer. Please consider additional details as described in Part 4 Information on the Offering of the Debentures of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.
- The Joint Lead Arrangers have relationship with the Issuer that may give rise to conflict of interest, whereby, the Issuer has a credit facility with local commercial banks including the relevant Joint Lead Arranger(s). Therefore, the relevant Joint Lead Arranger(s) is a creditor of the Issuer. Please consider additional details as described in Part 4 Information on the Offering of the Debentures of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.
- Each tranche of Debentures has different tenor and/or risk levels. The Debentures with a longer tenor constitute higher risks.

For additional details and other risks, please read Section 3.2.3 (*Risk Factors*) of Part 3.2 (*Description of Issuer*) of the registration statement (Form 69-II&HNW-Standalone) and draft prospectus.

PART 2

EXECUTIVE SUMMARY

1. COMPANY INFORMATION

Xayaburi Power Company Limited (“XPCL” or “Company” or “Issuer”) is a company registered in the Lao People’s Democratic Republic (“Lao PDR”) and is awarded the concession for the development of Xayaburi Hydroelectric Power Project from the Government of Lao PDR.

Xayaburi Hydroelectric Power Plant (“XHPP”) has an installed capacity of 1,285 MW and achieved the Commercial Operation Date (“COD”) on October 29, 2019. Current shareholders of XPCL are CK Power Public Company Limited (“CKP”) (42.5% shareholding), Natee Synergy Company Limited, which is 100% held by Global Power Synergy Public Company Limited (25.0% shareholding), EDL-Generating Public Company (“EDL-Gen”) (20.0% shareholding), and Electricity Generating Public Company Limited (“EGCO”) (12.5% shareholding).

The XHPP comprises seven turbine generator units of 175 MW each that can generate and transmit electricity at a total maximum output of 1,225 MW to the Electricity Generating Authority of Thailand (“EGAT”) in Thailand under the Power Purchase Agreement (“PPA”) for 29 years, starting from the COD. The PPA with EGAT determines the Annual Supply Target of 5,709 GWh to be purchased by EGAT, comprising of (a) Primary Energy (PE): 4,299 GWh per year; and (b) Secondary Energy (SE): 1,410 GWh per year. If the volume of water exceeds the target, Excess Energy (EE) can be produced.

The remaining 60 MW from an additional turbine generator unit will be sold to Electricité du Laos (“EDL”) under the PPA between EDL and XPCL for 31 years, starting from the COD, which is equal to the concession period granted from the GOL. XPCL also has the right to extend the contract period under the terms and conditions, as may then be agreed by the parties.

2. COMPANY FINANCIAL POSITION

For the year 2021

In 2021, the Company reported total revenues of Baht 13,975.1 million, an increase of Baht 1,895.1 million or 15.7% compared to the previous year and net profit of Baht 3,782.9 million, an increase of Baht 2,814.6 million or 290.7% compared to the previous year. The key changes are as follows:

Revenue from Sales of Electricity of XPCL increased in 2021 compared to 2020, driven by the increase in electricity sales volume following higher average water inflow. The average water inflow in year 2021 was 3,039 cms compared to 2,534 cms in year 2020. The 505 cms increase was due to higher rainfall in Lao PDR and increase in water flows from China.

Total Operating Expenses in 2021 was Baht 990.3 million, increased by Baht 5.4 million or 0.5% compared to the previous year with the increases mainly coming from operation and maintenance cost, insurance expenses and administrative expenses at the total of Baht 223.1 million and a recognition of one-time environmental improvement work under the CA of Baht 140.3 million in Q4/2021; offset by foreign exchange gain, which increased Baht 358.0 million YoY.

Finance Cost in 2021 was Baht 5,025.1 million, decreased by Baht 930.3 million or 15.6% compared to the previous year, mainly due to the decline in the interest rates and the outstanding loan from the repayments of loan to financial institutions and sponsors.

For the three-month period ended 31 March 2022

In Q1/2022, the Company reported Total Revenues of Baht 2,735.3 million, increased by Baht 463.5 million or 20.4% YoY and Net Profit of Baht 2.7 million, an improvement of Baht 113.5 million or 102.4% from Q1/2021. The key changes are as follows:

Q1/2022 Revenue from Sales of Electricity increased YoY, driven by the increase in electricity sales volume following higher average water inflow. The average water inflow in Q1/2022 was 2,131 cms compared to 1,729 cms in Q1/2021, increased by 402 cms due to higher rainfall in Lao PDR and increase in water flows from China.

In Q1/2022, Total Operating Expenses Baht 459.6 million, increased by Baht 343.6 million or 296.2% compared to Q1/2021, mainly driven by a recognition of foreign exchange loss, which increased Baht 159.1 million YoY and a recognition of one-time environmental improvement work under the CA of another Baht 140.3 million in Q1/2022 (the total one-time environmental improvement work was Baht 280.6 million spanning between Q4/2021 and Q1/2022).

Finance Cost during Q1/2022 increased Baht 5.3 million or 0.4%, mainly from drawdown of additional long-term loan agreement (Tranche E Facility) in November 2021.

3. RISKS FACTORS

Investor should carefully consider the risks identified below and all other information contained in this Prospectus, including our financial statements and related notes, before making an investment decision. If any of the following risks, as well as other risks and uncertainties that are not currently known or that the Company currently thinks are immaterial, are to be realized, the Company's business, financial condition and results of operations could be materially and adversely affected. The significant risks in the perspective of the Company are:

1. Operational Risks

- Risk in respect of raw materials in electricity production under the PPA
- Risk in respect of availability of power plant
- Risk from natural disaster
- Risk in respect of the Concession Agreement

2. Financial Risks
 - Risk in respect of financial liquidity
 - Risk from exchange rate fluctuations
3. Risks from the epidemic situation of coronavirus 2019 (COVID-19)
4. Risks related to investment in the Company's Debentures
 - Risk in respect of the right to receive payments on the Debentures that is effectively junior to existing and future secured debt of the Issuer
 - Risk in respect of limited enforceability of rights under the Debentures against the Issuer in the Lao PDR
 - Risk in respect of difficulty in enforcing Debentureholders' rights under the Debentures across multiple jurisdictions
 - Risk in relation to exchange control
 - Risk in respect of Lao Political, legal and regulatory factors
 - Lao Political and Economic Factors
 - Differences in Regulatory, Disclosure and Accounting Practices
 - Interest rate risks on an investment in the Debentures
 - Inflation risk on an investment in the Debentures
5. Risks in relation to instrument
 - Credit Risk
 - Price Risk
 - Liquidity Risk
6. Default Risk
 - Since the COD, the Company has not been in default on payments of principal, interest or any debt under loans granted by commercial banks, finance companies, credit foncier or financial institutions established by virtue of specific law.

4. OFFERING INFORMATION

The Company intends to issue 3 tranches of name-registered, unsubordinated and unsecured debentures with a debentureholders' representative, namely, the green debentures of Xayaburi Power Company Limited No. 1/2022 (the "**Debentures**")

Tranche 1 Debentures have a tenor of 3 years, Tranche 2 Debentures have a tenor of 4 years, and Tranche 3 Debentures have a tenor of 5 years. A total of up to 5,000,000 units with an over-allotment option exercisable up to 5,000,000 units of the Debentures, total aggregate number of Debentures being offered of up to 10,000,000 units will be issued, with a nominal value of Baht 1,000 each. Tranche 1 Debentures, Tranche 2 Debentures and and Tranche 3 Debentures will be offered in an aggregate total principal amount of Baht 4,500,000,000, Baht 2,000,000,000, and Baht 3,500,000,000, respectively. Interest on Tranche 1 Debentures, Tranche 2 Debentures, and Tranche 3 Debentures will accrue at the rate of 4.50 percent per annum, 4.75 percent per annum, and 5.00 percent per annum, respectively.

The Debentures will be offered to institutional investors pursuant to the Notification of Capital Market Supervisory Board No. TorChor. 63/2561 re: Rules on approval for foreign businesses to offer for sale of newly-issued Baht-denominated debt instruments dated 5 October 2018, as amended.

The Debentures were assigned credit ratings of 'BBB+' (with Stable outlook) according to reports published by TRIS Rating Co., Ltd. on 7 July 2022.

(Investor should carefully consider all information in Part 3 and Part 4 before making an investment decision.)

3.1 Use of Proceeds

Xayaburi Power Company Limited (The “Company”), a company incorporated under the laws of Lao PDR, having the registered head office at No. 215 Lane Xang Avenue, Ban Xieng Yuen, Muang Chantabouly, Lao PDR Tel. 856 (021) 251 718. The Company operates the business as specified in the registration statement and draft prospectus (Form 69-II&HNW-Standalone), wishes to use the proceeds to be received from the offering of the green debentures in the total amount of upto THB 10,000 million for the following objective:

Objectives of Use	Approximate Amount (THB million)	Approximate Period of Use	Details of Objectives
To repay or refinance of the Company existing loan	10,000	Within August 2022	To repay or refinance loans from the financial institutions and/or loans from related companies and/or accrued interest on loans from related companies. The loan was funded for the hydropower (green project) which is eligible green project under the Company’s green bond framework.
Total	10,000		

PART 3.2

DESCRIPTION OF THE ISSUER

1. GENERAL INFORMATION

1.1 General Information of the Company

Company Name	:	Xayaburi Power Company Limited
Incorporation Date	:	22 June 2010
Type of Business	:	Production and distribution of electricity from hydroelectric power.
Head Office	:	215 Lane Xang Avenue, Ban Xieng Yuen, Chanthabouly District, Vientiane, Lao PDR.
Registered Capital	:	2,686,100,000 ordinary shares, at the par value of Baht 10 per share, fully paid-up, being the total registered and paid-up capital of Baht 26,861,000,000 (as of 31 March 2022)
Telephone Number	:	(+856-21) 251-718
Facsimile Number	:	(+856-21) 215-500
Use of Proceeds	:	For the loan repayment to financial institutions and sponsors

1.2 Company Background

Xayaburi Power Company Limited (“XPCL” or “Company”) is a limited company incorporated on 22 June 2010 under the laws of the Lao People’s Democratic Republic (the “Lao PDR”). It is the first large-scale project on the mainstream of the Mekong River within the Lao PDR and the lower Mekong basin. XPCL operates the Xayaburi Hydroelectric Power Plant (“XHPP” or the “Project”). The Project is a Run-of-River type hydropower plant with limited impoundment, where the outflow from the project is equal to the inflow into its impoundment.

On 29 October 2010, XPCL entered into a Concession Agreement with the Government of the Lao People’s Democratic Republic (the “GOL”) on a BOOT basis (Build-Own-Operate and Transfer) to design, develop, construct, and operate the Xayaburi Hydroelectric Power Project for a period of 29 years commencing from the Commercial Operation Date (“COD”), which is on 29 October 2019. In 2016, XPCL entered into an amendment of the Concession Agreement to extend the concession period to be 31 years from the COD. Therefore, the current concession period ranges from year 2019 to 2050.

The Project comprises seven turbine generator units of 175 MW each that generate and transmit electricity at a total maximum output of 1,225 MW to the Electricity Generating Authority of Thailand (“EGAT”) in Thailand under the Power Purchase Agreement (“PPA”) for 29 years, starting from the COD. The PPA with EGAT has the Annual Supply Target of 5,709 GWh, which EGAT commits to purchase, divided into: (a) Primary Energy (“PE”): 4,299 GWh per year; and (b) Secondary Energy (“SE”): 1,410 GWh per year. If the volume of water exceeds the forecast, Excess Energy (“EE”) can be produced and sold to EGAT.

The remaining 60 MW from an additional turbine generator unit is sold to Electricité du Laos (“EDL”) under the PPA between EDL and XPCL for 31 years, starting from the COD, which is equal to the concession period granted from the GOL. However, XPCL has the right to extend the contract period under the terms and conditions, as may then be agreed by the parties.

The shareholders of XPCL, as of 31 March 2022, are as follows:

Shareholders	Shares %
1. CK Power Public Company Limited	42.5%
2. Natee Synergy Company Limited	25.0%
3. EDL-Generation Public Company	20.0%
4. Electricity Generating Public Company Limited	12.5%
Grand total	100.0%

1.3 Vision

To become a clean power generation through sustained excellence in performance, reliability, profitability, environmental and social responsibility.

1.4 Missions

To responsibly provide reliable, cost-effective, safe, and clean energy, to promote environmentally and social sustainable development while creating value for our customers, shareholders, communities, and collaborators.

1.5 Key Milestones

Date	Major Development
29 March 2022	: TRIS Rating announced XPCL’s corporate rating of “A-/Stable Outlook”.
20 October 2021	: XPCL received the integrated management system certificates comprising of (1) Quality Management System (ISO 9001:2015); (2) Environmental Management System (ISO 14001:2015); and (3) Occupational Health and Safety Management System (ISO 45001:2018)

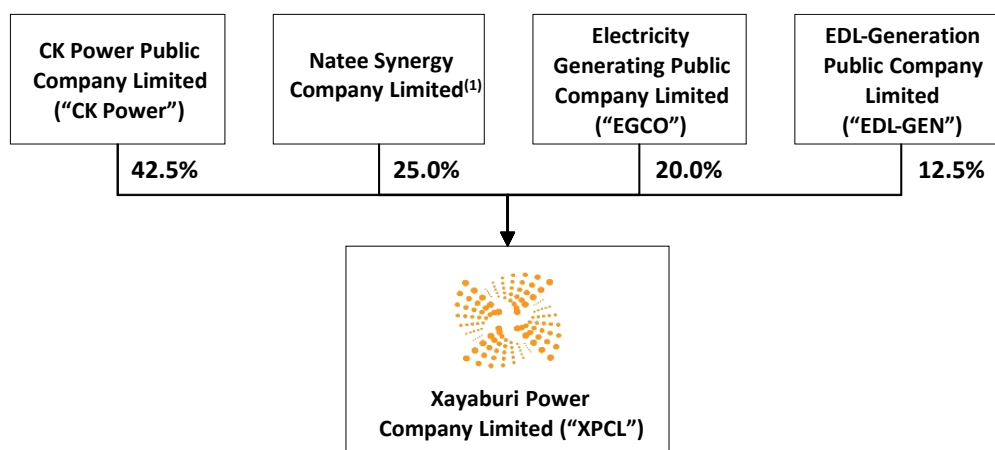
Date	Major Development
25 March 2020	: XPCL entered into the Amended and Restated Common Terms Agreement with the financial institutions to amend the repayment schedules of the Facilities Agreements.
29 October 2019	: Commercial Operation Date (“COD”).
15 July 2016	: XPCL entered into the Amendment Agreement No.1 to the CA to perform the additional duties requested by the GOL in order to mitigate the environmental concerns addressed by the other member countries of the Mekong River Commission (the “MRC”). In connection with this matter, GOL has extended the Concession Period from 29 years to 31 years after the COD.
22 December 2011	: XPCL entered into the Purchasing Power Agreement with EdL.
31 October 2011	: XPCL entered into the Credit Facilities Agreement for project development with the group of lenders.
29 October 2011	: XPCL entered into the Purchasing Power Agreement with EGAT.
29 October 2010	: XPCL entered into the Build-Own-Operate-Transfer (“BOOT”) Concession Agreement with the GOL for the design, construction and operation of the 1,285 MW. XHPP to be constructed on the Mekong in the Lao PDR.

2. BUSINESS OPERATION

2.1 Company Structure

Group Structure

XPCL is a member of CK Power Public Company Limited (“CK Power”), a listed company in Thailand with CK Power holding the majority 42.5% in XPCL. The following chart shows the shareholding structure of XPCL.



(1) 100% owned subsidiary of Global Power Synergy Public Company Limited

Project Information

Xayaburi Hydroelectric Power Plant (“XHPP”) is located on the Mekong River, approximately 80 km downstream of the city of Luang Prabang and about 35 km east from Xayaburi Province in the Lao PDR.

XHPP is one of nine promising run-of-river hydropower projects of the Mekong cascade identified by the MRC in 1994. The construction of the project started since year 2012 and was completed in October 2019.

Summary of project information of Xayaburi HPP is as follows:

Commercial Operation Date (“COD”)	: 29 October 2019
Project Cost	: Approx. Baht 135,000 million
Concession Period	: 31 years from COD
Capacity	: 1,285 MW (7x175 + 60 MW)
Catchment Area	: 272,000 km ²
Spillway Capacity (PMF)	: 47,500 m ³ /s

XHPP is a typical low head run-of-river hydropower plant installation with a Navigation Lock, Spillway, Intermediate Block and Powerhouse acting as an 820 m long water

retaining structure. To allow fish migration through the plant, various fish passing facilities have been designed and constructed to serve the fish.

The main features and key parameters of the plant are as follows:

- Navigation Lock System consists of two locks of 120 m net length each and 12 m width, in order to allow navigation of barges up to 500-ton capacity between a maximum upstream water level of +275.00 m asl and a minimum downstream water level of +236.00 m asl.
- Spillway consists of 7 surface outlets equipped with 19 m wide and 24.5 m high radial gates and 4 low level outlets (“LLO”) equipped with 12 m wide and 16 m high radial gates. At upstream and at downstream sides, stop-logs and maintenance gates (at LLO only) as well as the associated portal cranes have been installed.
- Intermediate Block separates the Spillway from the Powerhouse. In addition, it accommodates an erection bay for the erection of electro-mechanical equipment, as well as a part of the Fish Passing Facilities.
- Powerhouse includes eight Kaplan turbine generating units and the necessary electro- and hydro-mechanical auxiliary equipment and systems. A Gas Insulated Switchgear (“GIS”) solution has been adopted for the 500 kV Switchyard. The Powerhouse also includes parts of the Fish Passing Facilities.
- Fish Passing Facilities consist of several fish passing inlets at the different locations for the upstream migrating fishes, collecting galleries for the downstream migrating fishes, outlets at upstream and downstream sides, pumping stations and a fish ladder including fish lock and a channel at the left abutment of the river.
- 500 kV double circuit Transmission Line to Thailand starts on the left bank of the Mekong River, crosses to the right bank some 5.5 km downstream of the plant and then generally follow the alignment of the existing road between Xayaburi Town and Kaen Thao, near the Lao – Thai border with total length of 196 km.

Purchase Power Agreement (PPA) and Off-takers

From the total installed capacity 1,285 MW, 2 off-takers with difference PPA as below:

1) PPA with EGAT:

The contracted capacity of 1,220 MW at the delivery point with period 29 years from the COD; PPA with EGAT determines the Annual Supply Target of 5,709 GWh to be purchased by EGAT, divided into:

- (a) Primary Energy (“PE”): 4,299 GWh per year;
- (b) Secondary Energy (“SE”): 1,410 GWh per year; and
- (c) Excess Energy (“EE”): Approximately 1,220 GWh per year.

EE is the generated electrical energy which EGAT purchase in excess of the committed energy components (PE and SE) on any relevant week or approximate 19% of the total energy availability declaration during the week.

2) PPA with EDL:

The contracted capacity of 60 MW with period 31 years from the COD; EDL PPA period is equal to the concession period granted by the GOL. According to the PPA with EDL, XPCL shall declare and make available an Annual Supply Energy of 343 GWh to provide electrical energy to the EDL system.

Company's Business Strategy

1. Continuous development of Human Resources and improvement of the management system
2. Strict adherence to Good Corporate Governance
3. Uphold the Corporate Responsibility to both society and environment

2.2 Revenue Structure

The following table sets forth a revenue structure of XPCL's business:

Unit: Baht Million

Total Revenue (exclude gain/loss from exchange)	2019*		Full Year 2020		Full Year 2021		Q1 2021		Q1 2022	
	THB mn	%	THB mn	%	THB mn	%	THB mn	%	THB mn	%
Revenue from sale of electricity	1,565.1	99.9%	12,067.1	99.9%	13,947.0	99.8%	2,270.1	99.9%	2,702.9	98.8%
Interest Income	1.6	0.1%	5.7	0.0%	26.1	0.2%	1.7	0.1%	32.3	1.2%
Other income	-	-	7.2	0.1%	2.1	0.0%	0.0	0.0%	0.1	0.0%
Total	1,566.7	100.0%	12,080.0	100.0%	13,975.1	100.0%	2,271.8	100.0%	2,735.3	100.0%

* COD on 29 October 2019

Tariff Structure:

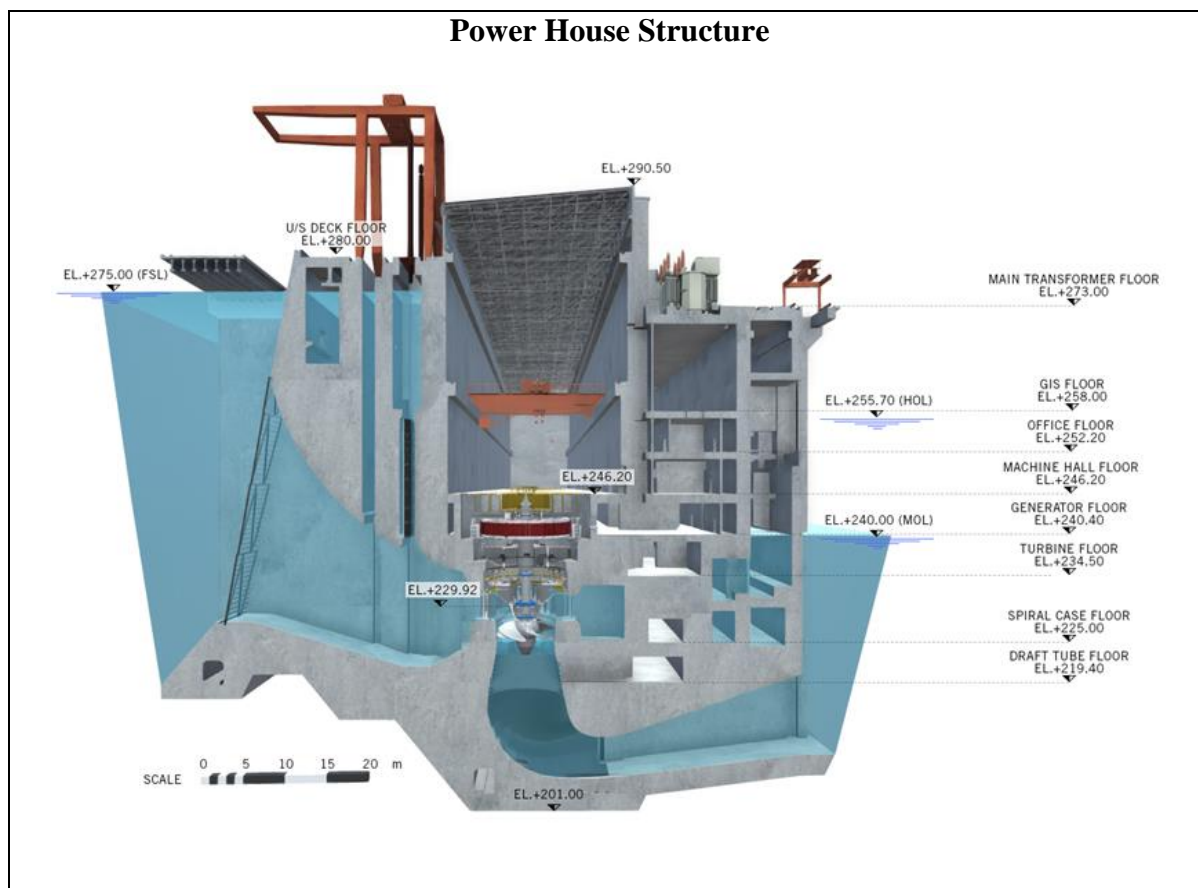
Year	EGAT PPA				
	PE Tariff			SE Tariff	EE Tariff
	USD/kWh	THB/kWh	Total THB equivalent /kWh*	THB/kWh	THB/kWh
2019-2024	0.03738	1.271	2.542	1.652	1.050
2025 onward	0.03738	1.271	2.542	1.652	1.398

*Assume exchange rate of Baht 34 per USD

Year	EDL PPA
	THB/kWh
2019-2029	2.0383
2029 onward	2.3500

2.3 Production Process

XHPP is a low head run-of-river power plant with limited impoundment, where the outflow from the plant is equal to the inflow into its impoundment. As typical with this type of powerplant, most of XHPP's installations including the powerhouse are situated within the river and divide the river into a headwater area (upstream pondage) and a tailwater area (downstream, which is equal to the river itself). The difference in the water levels, together with the flow, defines the potential energy, which can be converted into electricity.



XHPP comprises 8 main generating units. The seven units of 175 MW each have a runner diameter of 8.6 m and are connected via the 500 kV GIS and a 500 kV transmission line to the EGAT grid. The eighth unit of 60 MW with a runner diameter of 5.05 m is connected via a 115 kV open air switchyard and a 115 kV transmission line to EdL.

The power production of the Plant is following the river flow in general. Power production for the EGAT units must be declared in advance following agreed procedures between XPCL and EGAT. To maximize declared power, a specific flow forecasting system was developed and installed by XPCL. The power declarations follow the forecasted inflow.

XHPP uses the difference in water head levels to generate high pressure when water is released. The upstream water is released from the river pondage down through intake and powerhouse at desired quantity. The immense pressure of water in the spiral case drives the Kaplan turbine to spin at low velocity. The spinning turbine then drives the generator, connected to the turbine through shaft, to produce the electricity.

The reservoir level is kept largely constant at the high operation level (“HOL”) at elevation of +275.00 masl. and inflowing water is constantly released either by the turbines, spillway, or both. The water is not stored (except the first impounding) and the mean daily flow regime of the Mekong River is not affected by the power plant. The minimum operation level (“MOL”) of the plant is at elevation of +268.00 masl.

Since the water is not stored, the tailwater level is a function of the river flow. The generating units can operate at heads between 17.2 and 39.0 m. The upper limit of the operating head range at 39.0 m. corresponds to a river flow of less than 1,000 cms, which rarely occurs. The lower limit of the operating water head will be reached at river flow of approximate 13,000 cms. As a result, XHPP can generate electricity when the water inflow ranges approximately between 1,000 and 13,000 cms.

XHPP relies solely on the water from the Lancang (Upper part of Mekong) River, which originates from the Tibetan plateau in Yunnan province as well as the rainfall within Xayaburi watershed. Nowadays, Mekong River flow is regulated by several hydropower dam located on Mekong River and its tributaries, mainly in the Lancang River in China, which contributes 60% of XHPP inflow. The two main storage dams upstream of XHPP in the Lancang River are Xiaowan and Nuozhadu dams, which create seasonal variations of the discharge before entering Laos PDR. The inflow at XHPP is also influenced by the outflow from Nam Ou River Basin located upstream of XHPP in the Lao PDR, which comprises 7 dams along the Nam Ou River creating an important variation affects to the inflow of XHPP.

The regulations of Lancang and Nam Ou cascades provide lower flood peak during wet season and higher inflow during dry season, which is beneficial to XHPP, enabling XHPP to generate higher electricity for entire of the year compared to natural flow with the water regulation by the upstream cascades.

In an average year, the power production of the plant is expected to be in the range of 7,400 GWh. Out of this, approximately 7,100 GWh is supplied to EGAT and the remaining portion of 300 GWh is supplied to EDL.

Electricity Production and Average Water Flow

	2019*		2020		2021		2022**	
	Electricity Volume (GWh)	Average Water Flow (CMS)	Electricity Volume (GWh)	Average Water Flow (CMS)	Electricity Volume (GWh)	Average Water Flow (CMS)	Electricity Volume (GWh)	Average Water Flow (CMS)
January			368.4	1,545	400.8	1,750	419.0	1,828
February			297.3	1,300	352.1	1,626	357.0	1,698
March			331.6	1,411	426.1	1,812	628.4	2,867
April			404.5	1,784	574.5	2,690		
May			435.2	1,788	716.4	3,429		
June			503.2	2,304	751.4	3,977		
July			657.9	3,014	762.4	4,313		
August			861.6	5,337	896.6	5,210		
September			794.8	4,248	781.4	3,905		
October	19.1	1,820	646.6	3,180	618.0	2,951		
November	362.3	1,572	493.6	2,284	588.6	2,917		
December	453.2	1,842	506.7	2,207	436.4	1,888		
Total	834.6	1,745	6,301.4	2,534	7,304.7	3,039	1,404.4	2,131

* COD on 29 October 2019

**Information as of 31 March 2022

Despite the fact that the water supply has no cost for power generation as it is derived from natural sources, hydropower generation is subject to some limitations due to the uncertain and unpredictable volume of water from time to time depending on weather conditions and upstream regulations. To optimize between the production and environment, XHPP has developed the Hydrometeorological Monitoring and Forecasting System (“HMFS”) including forecasting models for rainfall, inflow, and Lancang cascade in order to maximize the production and minimize the impact for environment to bring a sustainability.

2.4 Operation and Maintenance

The Company has our own the Operation and Maintenance team to manage the powerhouse and its facilities. The production is supervised to ensure compliance with the run-of-river scheme and minimize the environmental impacts such the river flow and water level variation from the electricity generation process in accordance with the Mekong River Commission (“MRC”)’s guidance and procedure. The Hydrometeorological Monitoring and Forecasting System (“HMFS”) and other tools developed by XPCL together with Compagnie Nationale du Rhône (“CNR”) are deployed to ensure efficient energy production, safety and environmentally friendly operation.

The maintenance of the Company’s production facilities is a critical aspect of the Company’s business. Proper maintenance allows the Company to operate efficiently and generate high quality electricity. The Company manages the maintenance of its power plant to minimize disruption to its electricity generation. This includes coordinating the maintenance outages with the requirements of PPA as well as planning and scheduling the maintenance to achieve maximum efficiency and minimize unavailability.

Additionally, the Company planned to assign the major maintenance activities such as the partial overhaul and major overhaul to highly experienced service providers, EGAT and Andritz Hydro, via the Long-term Operation and Maintenance Agreement.

The EGAT PPA provides allowances for scheduled maintenance outages and the Company works to ensure that it falls within these parameters. XPCL maintains highly experienced technicians and engineers at its hydropower plant to provide day-to-day operation and maintenance services. The Company typically maintains key components and spare parts in order to handle any outage situation. The Company's regular maintenance program focuses on ensuring that all relevant performance targets are met. The Maintenance activities include the following:

2.4.1 Daily, monthly, and yearly maintenance of the following machines by employees in the Operation & Maintenance department:

- Generator
- Governor
- Inlet Valve
- Cooling water system
- Excitation system
- Main transformer
- Station Service Transformers
- 16 kV Bus Duct
- Generator Circuit Breaker
- 22kV switch gear
- 6.6kV Switch gear
- 400V AC system
- DC&UPS system
- Gas insulation switch gear
- LBAP Units
- Fish Passing Facility
- Navigation Log
- Spillway gate control cubicle
- Line protection system
- Communication system
- Control & Protection system
- Intake gate control cubicle
- HVAC system

- Diesel engine generator
- Motor for water pump cubicle control
- Spillway galleries
- Generator protection system
- Crane control system
- Low voltage switch gear
- Low pressure system
- Drainage & Dewatering system
- Fire Fighting system
- Transmission line system
- 500kV Switchyard
- 115kV Switchyard

2.4.2 Daily, monthly, and yearly maintenance of the machines and plant by civil & service department as follows:

- Plant maintenance
 - Maintain all parts of civil work and infrastructure
 - Inspect and record sedimentation
 - Inspect and record deflection
 - Inspect water leakage
 - Maintain log boom
 - Maintain Dam and Instrument record
 - Patrol reservoir
- Residence and road maintenance
 - Repair and maintain employees and workers' dwelling
 - Repair and maintain offices, machinery houses, security shelters and houses, main housing club
- Repair and maintain access road to the Office and Permanent residence

In addition, the Company has arranged for regular maintenance and inspection plan, which comprises: (1) Annual Inspection, (2) Check-up, conducted every 2 years, (3) Partial Overhaul, conducted every 6 years, and (4) Major Overhaul, conducted every 12 years, emphasizing inspection of the main equipment including electrical equipment and relay equipment (i.e. generators, turbines, guidevanes, transformers, switchyard equipment, etc.). These inspections also include repairing and replacing such equipment as necessary. Moreover,

the Company uses services from manufacturers for station service equipment to support main equipment such as crane, low pressure system, elevator, HVAC system, etc.

2.5 Insurance

The Company procures and maintains policies of insurance on reasonable commercial terms and under prudent utility practices with reputed insurers throughout the concession period.

With respect to the operating phase insurances, the Company's insurances must at least cover:

- 2.5.1 "Property Damage and Machinery Breakdown" insurance;
- 2.5.2 "Business Interruption" insurance, as necessary and beneficial to the Company;
- 2.5.3 "Combined General Third Party and Products Liability" insurance; and
- 2.5.4 "Terrorism and/or Sabotage" insurance.

With respect to the construction phase insurances, the Company's insurances must at least cover:

- 2.5.5 "Marine Cargo/Transit" insurance;
- 2.5.6 "Construction All Risks" insurance;
- 2.5.7 "Third Party Liability" insurance; and
- 2.5.8 "Delay in Start-Up" following Marine Cargo and Construction All Risks, as necessary and beneficial to the Company.

The Company believes that it has maintained adequate insurances to protect the Company against the most likely events. However, there can be no assurance that a severe event impacting one or more of the Company's assets will be adequately covered by insurance.

2.6 Environmental and Social Policies and Commitments

XPCL, Owner and Operator of the Xayaburi Hydroelectric Power Plant, upholds its commitments to mandatory and voluntary performances toward environmental and social responsibilities, including maintaining trustworthy relationship with all stakeholders.

During all stages of project development, XPCL adopted the latest advance technologies and undertook best practices to avoid, prevent and mitigate all negative impacts, which may impact the environmental resource and society. XPCL is committed to act

responsibly and ethically to communities, in which its project operates. XPCL successfully implemented the Resettlement Action Plan (“RAP”) in association with the relocation and resettlement of all Project Affected People (“PAPs”) and communities. The livelihood restoration and community development at all resettlement villages have successfully raised the quality of life among PAPs in accordance with the defined targets described in the Environmental and Social Management and Monitoring Plan (“ESMMP”).

XHPP is certified by the International Organization for Standardization (“ISO”) with the Integrated Management System for Quality, Environment, Occupational Health and Safety. As such, the operation of XHPP and its environmental and social responsibilities is systematically performed with strong internal controls and external evaluation and audits. XPCL provides safety and healthy working and living environment with respect to equality of genders, ethnicity and human well-being. XPCL also encourages dialogue with and participation of all stakeholders through established communication channels.

2.7 Human Resources

Since the Incorporation Date, the Company’s business has not been interrupted by any work stoppage or strike and the Company has continuously maintained good relationship with its employees.

The employees are one of the most strategic and valuable assets of the Company and are the foundation of its success. The Company’s philosophy in human resources management aims to create work environment where its people can grow their careers, develop themselves, and perform at their best. This effective human resource management and development has helped the Company maintain highly skilled technicians and engineers, who are among the most experienced people in hydropower industry in Southeast Asian region.

In addition to technical competencies, the Company also aims to develop business competency to enhance its employees’ knowledge of capital market to understand how the Company can make positive impact to the market. Integrity and ethics are reinforced as part of the Company’s core values to ensure commitment and responsibility to shareholders. The Company intends to create a performance-based culture through its performance management system, which assesses performance results and competencies as well as identify areas for development of employees. Rewards and recognitions are provided according to employees’ performance. Training needs are defined based on competency assessment and area for development. Human resources development and manpower planning are also in place to support business direction.

3. RISKS FACTORS

The Company recognizes the importance of risk management from the perspective of electricity production and distribution business. The Company maintains a working group, comprising executives from every line of work of the Company to prepare an annual risk management plan and to assess and monitor various risks. In each quarter, the results of risk assessment are reported to the Board of Directors to inform them of the ongoing changes in circumstances, which might affect the Company's business.

The significant risks and guidelines for risk management may be summarized as follows:

3.1 Operational Risks

3.1.1 Risk in respect of raw materials in electricity production under the PPA

Raw materials are key factors contributing to the capacity of the electricity production, which will affect the ability of a power plant to generate revenue. The raw material in electricity production of hydroelectric power plant is water, which is procured at no cost. Nevertheless, the amounts could fluctuate.

XHPP relies solely on the water from the Lancang (Upper part of Mekong) River, which originates from the Tibetan plateau in Yunnan province as well as the rainfall within Xayaburi watershed. Nowadays, Mekong River flow is regulated by several hydropower dam located on Mekong River and its tributaries mainly in the Lancang River in China, which contributes 60% of XHPP's inflow. The 2 main storage dams in the Lancang River in China are Xiaowan and Nuozhadu dams, which create seasonal variations of the discharge before entering Laos PDR. The Xayaburi inflow is also controlled by the outflow from Nam Ou River Basin located upstream of XHPP in the Lao PDR, which comprises 7 dams along the Nam Ou River creating an important variation affects to XHPP's inflow.

The risk relating to acquisition of water for production has been efficiently managed through appropriate design of the plant, and negotiations of various terms in the Power Purchase Agreement ("PPA") to fairly cover such risk, including an agreement on tariff structure and power purchase guidelines for fair water risk management for both contractual parties. XPCL has studied the statistics of actual water inflow in the Mekong River more than 60 years to identify the potential capacity for electricity production. Therefore, the Company is confident that it would be able to comply with the terms in the PPA. In the event that the amount of water decreases to the extent that the electricity produced by XHPP is less than the requirement under the PPA, XPCL may consider declaring such year as a drought year so that no fine due to electricity production shortfall will be imposed. According to the PPA, a drought year may be declared twice throughout the entire period of the Agreement.

Furthermore, in any year, if the amount of water flow increases to the extent that the XHPP produces electricity in excess of the supply target of 4,299 GWh (million

units) for the Primary Energy (PE) and 1,410 million units for the Secondary Energy (SE), XPCL may carry forward the excess energy to be recognized as revenue for the subsequent years in which the amount of water is insufficient to produce electricity to meet the target, and as such, its revenue stream has been relatively steady despite the fluctuation in the amount of water. No fine will be imposed for failure to produce electricity to meet the annual supply target. For example, in the case that the amount of water flow was relatively low, causing a shortfall of PE compared to the PE supply target, and a shortfall of SE compared to the SE supply target. These shortfalls of electricity were carried forward for the declaration of plant's availability in the following years, subject to the appropriate amount of water inflow at the plant. The mechanism of such reserve energy could minimize risks relating to revenue fluctuations between a wet year and a dry year.

The Company continues to closely monitor and develop the Hydrometeorological Monitoring and Forecasting System ("HMFS") including forecasting models for rainfall, inflow, and Lancang cascade in order to maximize the electricity production.

3.1.2 Risk in respect of availability of power plant

Risk from the unavailability of equipment of power plant other than the shortage of raw materials may occur for many reasons, thereby impairing the efficiency of the electricity production or interrupting the production process, which may cause damage to power plant, danger to personnel, reduction in revenue, and increase in repair cost of defective equipment. Any interruption of the electricity production for any reason other than normal maintenance, without prior notice to EGAT, the power purchaser, may also be subject to a fine.

The Company has appropriately managed the availability of XHPP, machinery and equipment by establishing an annual preventive maintenance plan to inspect equipment, machinery according to schedule, and monitoring to verify that such scheduled maintenance is carried out; ensuring sufficient and suitable backup of necessary equipment and supplies, including critical spare parts for maintenance of the power plant, as well as applying the International Organization for Standardization to the Company's power plant's operation to ensure that the power plant has the quality management system in place and meet the working standards in processes.

Additionally, the Company planned to assign the major maintenance activities such as the partial overhauls and the major overhauls, which will be carried out every six years and twelve years, respectively, to highly experienced service providers, EGAT and Andritz Hydro, via the Long-term Operation and Maintenance Agreement.

In addition, the Company continues to look for third-party experts to provide knowledge sharing and staff training services to the Company to enhance its hydroelectric power project management capability. The Company believes that such policy will ensure that operational risk in respect of plant's availability is minimized.

3.1.3 Risk from natural disaster

The Company manages risk from natural disaster by selecting the location it deemed to have the lowest risk of being affected by natural disasters to establish the project and by designing the project to accommodate and withstand potential natural disasters. The XHPP is designed to comply with the most stringent national and international standard for earthquake and flood to mitigate any concerns. The spillway is designed for possible maximum flood and is capable of spilling water up to 47,500 cms, significantly higher than historical water flow of the Mekong River.

In addition, the Company has insurance policies to cover the potential damages. The policies include property damage and machinery breakdown insurance, business interruption insurance, and third party liability insurance.

3.1.4 Risk in respect of the Concession Agreement

According to the Concession Agreement (“CA”), the concession period in relation to generation assets is 31 years from the COD. The Company’s main source of revenues, which are the sales of electricity to EGAT and EdL under the PPA, is therefore subject to the CA’s contractual limitation. After such period, the Company is required to transfer the relevant generation assets to the GOL according to the CA.

Currently, the concession period of the CA between the GOL and the Company will last until 2050 and the Company has the right to extend a contract period under terms and conditions as may then be agreed by the GOL and the Company.

The Company believes that the risk in respect of Concession Agreement is low as exporting electricity to the neighbouring country including Thailand is one of the most important drivers of Lao PDR’s economy, which is consistent with the country’s objective of being the “Battery of Asia”. Lao PDR also benefits from the Concession Agreement through the collections of Royalty Fee and Tax from XPCL.

3.2 Financial Risks

3.2.1 Risk in respect of financial liquidity

As for the liquidity management, the Company maintains the cash flow projections and regularly updates the data as well as manages the loan agreements’ terms and conditions and closely coordinates with the lending banks and in order to minimize risks of breaching the terms and conditions. Moreover, the Company has a policy to (1) maintain minimum cash balance to cover approximately one year of operating expenses; (2) systematically reserve cash for interest and principal repayment of its loan and major maintenance expenditures with plan to also reserve cash for interest and principal repayment of debentures when applicable; (3) manage the excess cash by investing in bank deposits and highly liquid short-term investments with

reliable financial institutions; and (4) arrange for credit availability as well as maintain good working relationships with commercial banks when fund is needed.

3.2.2 Risk from exchange rate fluctuations

the Company manages cash inflows and cash outflows to ensure consistency with each other by way of natural hedge, with partial revenue from sales of electricity in USD currency and expenses payable in USD currency and use a hedge accounting to hedge the foreign exchange exposure to a certain portion of its forecasted revenue from sales of electricity in USD currency, whereby such revenue from sales of electricity is designated as the hedged item and the long-term loans in USD currency are designated as the hedging instrument. Based on the cash flow hedge accounting principles, the fluctuation in gain and loss on exchange rate can be minimized, with the effective portion of the change in the fair value of the cash flow hedging instrument requiring to be recognized in other comprehensive income, instead of profit and loss of the Company, and then transferred to be recognized in profit or loss when the hedging item affects profit or loss. The company also uses forward contracts in an amount and for a period appropriate to the situation and the currencies requirement, without any intention of speculation.

3.3 Risks from the coronavirus 2019 (COVID-19) pandemic situation

The COVID-19 virus outbreak situation since 2019 has not caused any significant impact to the Company's operations due to the nature of business of the Company being the production and distribution of electricity from hydroelectric power business, the majority of which are sold to EGAT under the long term PPA.

3.4 Risks related to investment in the Company's Debentures

3.4.1 Risk in respect of the right to receive payments on the Debentures that is effectively junior to existing and future secured debt of the Issuer

In the case where the Issuer has existing secured debt, since the holders of the Debentures do not share the security and collateral granted to secure the secured debt of the Issuer, the rights of holders of the Debentures would effectively rank junior to the rights of holders of secured debt of the Issuer to the extent of the value of the assets securing such secured debt.

Because the Debentures will be unsecured obligations, the Debentureholders' right of payment may be compromised if any of the following occurs:

- The Company enters into bankruptcy, liquidation, reorganization, suspension of payments or other winding-up proceedings;
- There is a default in payment under any of the Company's secured debt; and
- There is an acceleration of any of the Company's secured debt.

If any of these events occurs, the secured creditors could sell the Company's assets to your exclusion, even if an Event of Default exists under the Debentures at such time. As a result, upon the occurrence of any of these events, the Company cannot assure the Debentureholders that there will be sufficient funds to pay amounts due on the Debentures.

As at 31 March 2022, the Issuer has the outstanding secured loan from the financial institutions in the total amount of Baht 60,614.9 million and USD 663.8 million, while Issuer has assets that are free of encumbrance in the total of Bath 191.2 million which is 0.16% of the total fixed assets (as detailed in Part 3.1.4 Operating Assets).

3.4.2 Risk in respect of limited enforceability of rights under the Debentures against the Issuer in the Lao PDR

The Issuer is a limited company incorporated under the laws of Lao PDR. Substantially all of the Issuer's assets are located in the Lao PDR. As a result, it may not be possible for the Debentureholders to effect service of process outside the Lao PDR, or to enforce against them or the Company outside the Lao PDR judgments obtained in foreign courts. Enforceability of foreign court judgements in the Lao PDR will be subject to conditions and/or restrictions set out below. As for the enforceability of foreign court judgments or foreign arbitral awards (collectively "Foreign Judgments") in the Lao PDR, the Lao PDR is a party to one multilateral treaty and two bilateral treaties providing for reciprocal recognition and enforcement of foreign judgments: the New York Convention and bilateral treaties separately with Vietnam and China on the recognition and enforcement of foreign judgments. Accordingly, Foreign Judgments from foreign tribunal may not be enforceable in the Lao PDR in the absence of reciprocity under bilateral or multilateral treaties from the jurisdiction of the foreign tribunal in question. Pursuant to the Law on Civil Procedures (Amended) No. 13/NA dated 4 July 2012, Lao PDR acknowledges and executes the decisions of foreign court through its embassy, or the consular or representative offices of the Lao PDR in such foreign country. In order to be recognized by Lao PDR's courts, a Foreign Judgment is subject to:

- be translated into Lao language;
- be from a country which is a signatory to a treaty to which the Lao PDR is also a signatory or party;
- not impact adversely on the sovereignty of the Lao PDR or not contradict with Lao PDR's laws; and
- not affect security and social order.

Moreover, Lao PDR courts may decide not to recognize a Foreign Judgment if:

- such judgment is subject to continuing proceedings or appeals and is not a final decision;

- the losing party in the foreign judgment did not participate in the proceeding and the judgment was made in default;
- the matter considered by the foreign court should have been considered under the jurisdiction of the Lao PDR courts;
- such judgement conflicts with the Constitution or Lao PDR laws; and
- other non-specified issues relating to the foreign judgment are brought to the attention of the Lao PDR courts.

3.4.3 Risk in respect of difficulty in enforcing Debentureholders' rights under the Debentures across multiple jurisdictions

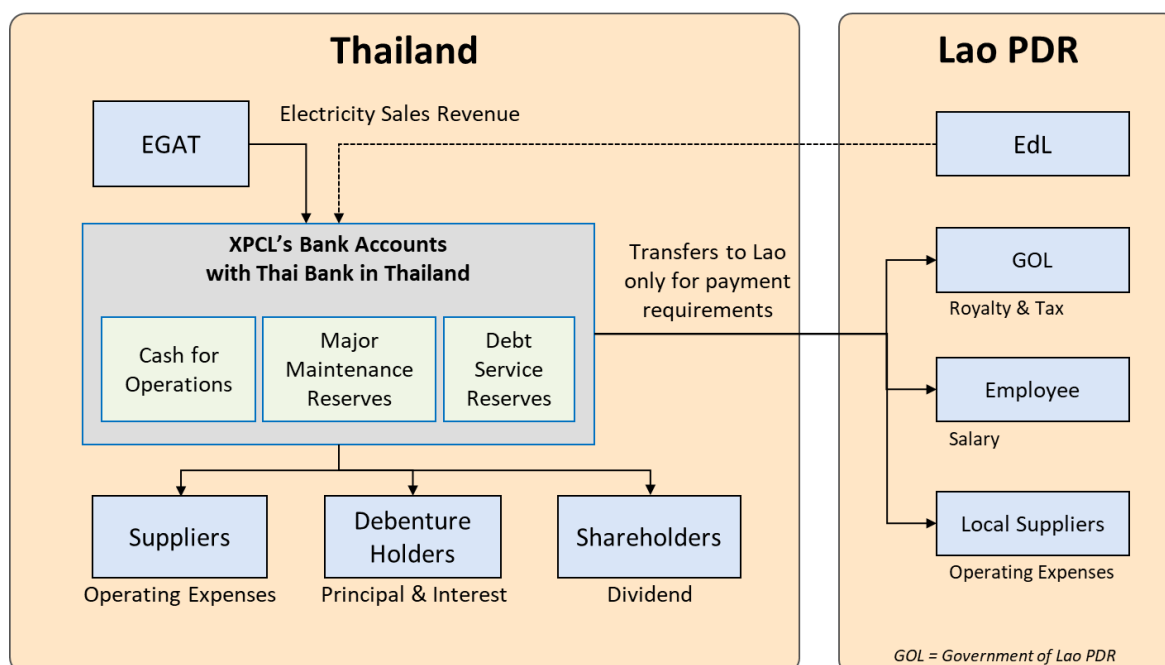
The Debentures will be issued by the Issuer, which is incorporated under the law of the Lao PDR. The Debentures and the Debentureholders' Representative Appointment Agreement will be governed by Thai law. In the event of a bankruptcy, insolvency or similar event, different proceedings could be initiated in the Lao PDR or Thailand. Such multi-jurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the rights of Debentureholders. Debentureholders' rights under the Debentures will be subject to the insolvency and administrative laws of the Lao PDR and there can be no absolute assurance or there can be some difficulty that Debentureholders will be able to effectively enforce their rights in such complex multiple bankruptcy, insolvency or similar proceedings. Furthermore, the bankruptcy, insolvency, administrative and other laws of the Lao PDR and Thailand may be different from, or possibly be in conflict with, each other and those with which Debentureholders may be familiar, including in the areas of rights of creditors, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceedings. The application of these laws, or any certain conflict among them, could call into question whether the laws of any particular jurisdiction should apply, which may adversely affect Debentureholders and their ability or difficulty to enforce their rights under the Debentures in the relevant jurisdiction or limit any amounts that Debentureholders may receive.

3.4.4 Risk in relation to exchange control

Unless specified in the Registration Statement and Draft Prospectus, currently, there is no specific risk in relation to exchange control restriction or any other restriction in the Lao PDR, which may prohibit, delay or impact payments by the Issuer under the Debentures, subscription and subscription payments for the Debentures and the issue, delivery and transfer of the Debentures.

While XPCL is a company registered in Lao PDR, the majority of its financial transactions are originated and settled in Thailand through Thai financial institutions because the construction of XHPP was initially structured and financed by Thai financial institutions. As shown in the figure below, electricity revenue proceeds from EGAT was paid directly into XPCL's bank accounts opened with Thai banks in Thailand. Payments of interest and principal of loan, as well as of debentures after the

issuance, dividends, and part of operating expenses are paid from XPCL's accounts in Thailand. For royalty fees, taxes, and operating expenses including employee compensations, which occur in Lao PDR, the Company transfers the payment amount to its bank accounts opened with Thai bank in the Lao PDR for further payment processing as required.



3.4.5 Risk in respect of Lao Political, legal and regulatory factors

The Company is subject to political, legal and regulatory conditions in Lao PDR that differ in certain respects from those prevailing in other countries with more developed economies. The Government of Lao PDR. ("GOL")'s intervention in Lao PDR's economy can result in significant changes in economy policy and have a negative impact on the Company. The Company's future prospects may be adversely affected by changes in the GOL's policies involving electricity concession, exchange controls, tax policies and other matters. However, according to the CA between the GOL and the Company, the Company shall be entitled to compensation from the GOL in the case of any change in the Lao Law (a new law is generally not retroactive) having an adverse effect to the economic position of the Company.

The Company also believes that the risk in respect of GOL's intervention remains low as exporting electricity to the neighbouring country including Thailand is one of the most important drivers of Lao PDR's economy, consistent with the country's objective of being the "Battery of Asia".

3.4.6 Lao Political and Economic Factors

As a result of the economic slowdown, it is possible that certain actions taken by the GOL in relation to the Lao economy may result in significant economic policy

changes. However, the Company strongly believes the risk of GOL not abiding by the terms and conditions under the CA between the GOL and the Company, which has been approved by the National Assembly Standing Committee, is minimal, since electricity export is one of the key revenue sources and economic drivers for the Lao PDR through collection of royalty and taxes according to the CA.

In addition, since the Company has sold the majority of electricity to EGAT (98% of electricity sold to EGAT and only 2% sold to EdL in 2021), the slowdown in the Lao PDR's economy has not caused any significant impact on the Company's business, operating performance, and financial health.

3.4.7 Differences in Regulatory, Disclosure and Accounting Practices

The disclosures and accounting standards in the Lao PDR may be less stringent in some respects and publicly available information of the Laos companies may be relatively more scarce. Additionally, there may be differences between the level of regulations and monitoring of the Lao Securities Commission (the "LSCO") and the Securities and Exchange Commission of Thailand (the "SEC").

However, the Company's full year financial statements are prepared in accordance with the International Financial Reporting Standards pursuant to the terms and conditions of the Credit Facilities Agreement that the Company has entered with Thai financial institutions and are audited and given unqualified opinion by EY Office Limited as presented else where on this prospectus. For debentures issuance, the Company will strictly comply with the rules and regulations of both the LSCO and SEC and will disclose the Company's significant information on the website: www.xayaburi.com and www.ckpower.co.th.

3.4.8 Interest rate risks on an investment in the Debentures

Debentureholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Debentures, resulting in a capital loss for the Debentureholders. However, the Debentureholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Debentures may rise. The Debentureholders may receive a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

3.4.9 Inflation risk on an investment in the Debentures

Debentureholders may suffer erosion on the return of their investments due to inflation. Debentureholders may have an anticipated rate of return based on expected inflation rates on the purchase of the Debentures. An unexpected increase in inflation could reduce the real rate of return to Debentureholders.

3.5 Risks in relation to Instrument

3.5.1 Credit Risk

The Debentureholders are subject to the risk that the Issuer might not be able to pay interest or principal in respect of the Debentures in case the Issuer's business and financial performance are below expectation or the Issuer's properties are insufficient to make the payment in respect of the Debentures. Investors should carefully consider the Issuer's financial position and capacity to repay its debt from the information contained in the draft prospectus. In addition, in the consideration of the credit risk, investors may study the credit rating provided by the credit rating agency before making a decision to invest in the Debentures. A low credit rating implies higher credit risk of the Issuer or the Debentures and thusly, a higher return rate can be expected; however, a high credit rating implies lower credit risk of the Issuer or the Debentures and thusly, a lower return rate can be expected. Each investor should update itself the Issuer's information including a review of credit rating posted on the website of SEC, the credit rating agency, or the Thai Bond Market Association.

3.5.2 Price Risk

Value of the Debentures may be changed according to several factors, such as interest rate in the money market, the Bank of Thailand's policy, general economic circumstance, rate of inflation, tenor of the Debentures, excess or deficiency of the Debentures' demand; therefore, the Debentureholders may be affected by the fluctuation of the Debentures' price when selling the Debentures in the secondary market prior to the Maturity Date.

3.5.3 Liquidity Risk

The Debentureholders may not be able to immediately sell the Debentures in the secondary market prior to the Maturity Date at their preferred price since there is a low liquidity of the debt instrument secondary market. In addition, the Issuer does not procure the Debentures to be traded in any exchange or trading market but the Debentureholders are able to sell or purchase the Debentures with commercial banks, securities companies or other juristic persons having debt instrument trading license.

In addition, the Debentureholders may not be able to sell the Debentures freely since the Issuer has registered a transfer restriction of the Debentures with the SEC that no Debentures will be transferred to any person other than those qualified as institutional investors. The transfer restriction of the Debentures has also been: (i) acknowledged by the Bank of The Lao People's Democratic Republic and (ii) endorsed and acknowledged by the Lao Securities Commission Office that no Debenture will be transferred to any person other than the Qualified Investors.

3.6 Default Risk

Since the COD, the Company has not been in default on payments of principal, interest or any debt under loans granted by commercial banks, finance companies, credit foncier or financial institutions established by virtue of specific law.

4. OPERATING ASSETS

1.1 Fixed Assets

As at 31 March 2022, the Company used the following fixed assets in the business operations with net book values as follows:

1.1.1 Assets of hydroelectric power project under concession agreement

Location	Net Book Value (Baht Million)	Ownership	Encumbrance
Lao PDR	117,413.5	Owner	Mortgaged

1.1.2 Building and equipment

No.	Item	Location	Net Book Value (THB mn)	Ownership	Encumbrance
1	Leased asset improvements	No. 215 Lanexang Avenue, Ban Xieng Yuen, Chanthabouly District, Vientiane Province, Lao PDR	23.5	Owner	None
2	Furniture and office equipment	Lao PDR	64.0	Owner	None
3	Vehicles	Lao PDR	64.0	Owner	None
4	Assets under construction	Lao PDR	39.7	Owner	None
Total building and equipment			191.2		

As at 31 March 2022, the Company have obliged, mortgaged at the amount of THB 117,413.5 mn of the assets of hydroelectric power project under concession agreement.

1.1.3 Long-Term Lease Agreements

The Company entered into a long-term lease agreement for utilization in the business operations, as follows:

Leaser	Agreement	Area	Term	Starting Date	Ending Date
National Land Management Authority of the Government of the Lao PDR.	Lease Agreement	1,235,656 square meters	37 years	24-Jan-11	28-Oct-48

5. LEGAL DISPUTES

As at 31 March 2022, XPCL was not a party in any case, had no legal dispute or case outside the ordinary course of business operations of the Company which may give rise to damage or negative material impact on the business operations regardless of whether it is assessable and translated into money.

6. GENERAL INFORMATION AND OTHER RELATED INFORMATION

The Issuer

Xayaburi Power Company Limited
215 Lane Xang Avenue, Ban Xieng Yuen,
Chanthabouly District, Vientiane, Lao PDR

**The Issuer's Representative
in Thailand:**

The Legists Group Ltd.
Mr. Nopadol Intralib
990 Abdulrahim Place, 9th Floor, Room No. 901-1,
Rama IV Road, Silom, Bangrak, Bangkok 10500 Thailand
Tel: (66 2) 636 1111
Fax: (66 2) 636 0000

* The Legist Group Ltd. is a law firm in Thailand, providing wide range of services in commercial field with up to 30 years of experience consulting on local and internal legal matters. The Legist Group Ltd is a representative in Thailand of the Issuer, in any matters related to the debenture.

**Financial Institutions in
Thailand:**

Bangkok Bank Public Company Limited
Krung Thai Bank Public Company Limited
The Siam Commercial Public Company Limited
Kasikorn Bank Public Company Limited
Export-Import Bank of Thailand
TISCO Bank Public Company Limited
Kiatnakin Phatra Bank Public Company Limited

Lead Underwriter:

Bangkok Bank Public Company Limited
Krung Thai Bank Public Company Limited
The Siam Commercial Public Company Limited
Kiatnakin Phatra Securities Public Company Limited
Krungthai XSpring Securities Company Limited

Registrar of Debentures:

Thailand Securities Depository Co., Ltd.
93 Ratchadaphisek Road,
Dindaeng, Bangkok 10400, Thailand
Tel: (66 2) 009 9000
Fax: (66 2) 009 9991

**Debentureholders'
Representative:**

Bank of Ayudhaya Public Company Limited
1222 Rama III Road, Bang Phongphang,
Yan Nawa, Bangkok 10120 Thailand
Tel: (66 2) 2296-2000 ext. 50604
Fax: (66 2) 0-2683-1302

Paying Agent:

Bank of Ayudhaya Public Company Limited
1222 Rama III Road, Bang Phongphang,
Yan Nawa, Bangkok 10120 Thailand
Tel: (66 2) 2296-2000 ext. 50604
Fax: (66 2) 0-2683-1302

Legal Advisors:	<p>Legal Advisors in connection with the Bond transaction:</p> <p><i>As to laws of Thailand</i> Baker & McKenzie Ltd. 25th Floor, Abdulrahim Place 990 Rama IV Road Bangkok 10500, Thailand</p> <p><i>As to laws of Lao PDR</i> South East Asia Law Office Co., Ltd 179 Phayasi Road, Sithan Neau, Sikhottabong District, Vientiane Capital, Lao PDR.</p>
Auditor:	<p>EY Office Limited 33rd Floor, Lake Rajada Office Complex 193/136-137 Rajadapisek Road Klongtoey, Bangkok 10100</p>
Financial Advisor:	None
Language:	The documents of the Issuer including but not limited to Registration Statement, Prospectus and Financial Statements will be in English.
In the past 3 years, the Company has not been in default on payments of principal, interest or any debt under its debt instruments or loans granted by commercial banks, finance companies, credit foncier or financial institutions established by virtue of specific law:	No
In the past 3 years, the Company has not been in breach of any terms and conditions of its bonds, notes or debentures:	No

7. CAPITAL STRUCTURE AND SHAREHOLDER

7.1 Registered and Paid in Capital

As at March 31, 2022, the registered capital and paid-in capital were as follow:

Registered Capital: Baht 26,861,000,000 with 2,686,100,000 ordinary shares,
at the par value of 10 Baht

Paid-in Capital: Baht 26,861,000,000 with 2,686,100,000 ordinary shares,
at the par value of 10 Baht

7.2 Equity Structure

The Company's major shareholder is CK Power Public Company Limited with shareholding of 42.5%. The below table represents the list of major shareholders of the Company as of 31 March 2022.

No.	Name	Number of Shares	Shareholding Percentage
1	CK Power Public Company Limited	1,141,592,499	42.5
2	Natee Synergy Company Limited	671,525,001	25.0
3	EDL-Generation Public Company	537,220,000	20.0
4	Electricity Generating Public Company Limited	335,762,500	12.5
Total		2,686,100,000	100.0

7.3 Debentures / Bills of Exchange / Promissory Notes

7.3.1 Debentures

As of March 31, 2022, Company did not have any outstanding debentures.

7.3.2 Bills of Exchange and Promissory Notes

As of March 31, 2022, the Company did not have any outstanding bills of exchange or Promissory Notes.

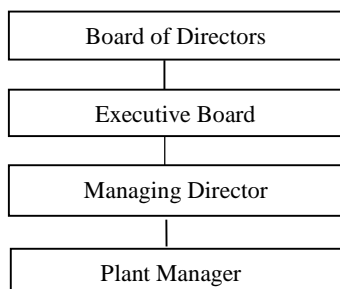
7.4 Policy on Dividend Payment

XPCL has a policy on dividend payment to shareholders at the rate of no less than 40 percent of the net profit after deduction of corporate income tax and legal reserve. In this regard, the rate of such dividend payment may vary from the specified rate subject to the operational

results, financial position, available liquidity, working capital requirement, and other relevant factors as the Board of Directors and/or XPCL's shareholders may deem appropriate, as well as restrictions specified in the loan agreement.

8. ORGANIZATION STRUCTURE

The Management Structure of Xayaburi Power Company Limited (“the Company”) as of March 31, 2022 was as follows:



8.1 Board of Directors

8.1.1 The Structure of the Board of Directors and Executive Committee

Due to the transfer of share in XPCL from PT Sole Company Limited (“PTS”) to CK Power Public Company Limited (“CKP”), Mr. David Van Dau, the representative director of PTS has resigned from the Director of XPCL and member of the Executive Committee since the transfer date, July 29, 2021.

As at March 31, 2022, the Company’s Board of Directors consisted of 9 directors, 3 of whom are the executive committee, with names and numbers of meeting attendances are as follows:

No.	Name ¹	Position	Total Number of Meetings ¹ in January 2021 - March 2022			
			The Board of Directors’ Meeting		The Executive Committee’s Meeting	
			2021	2022	2021	2022
1.	Dr. Thanong Bidaya	Chairman of the Board of Directors	4/4	1/1		
2.	Mr. Plew Trivisvavet	Chairman of the Executive Committee	4/4	1/1	5/5	1/1
3.	Mr. Thanawat Trivisvavet	Director	4/4	1/1		
		Executive Committee			5/5	1/1
4.	Mr. Worawat Pitayasiri	Director	3/4	1/1		
		Executive Committee			5/5	1/1
5.	Mr. Thepparat Theppitak	Director	4/4	1/1		
6.	Mr. Bounchom UBONPASEUTH	Director	0/4	0/1		
7.	Mr. Thongpheth DOUANGNEUNE	Director	4/4	1/1		
8.	Mr. Vorapote Uchoepaiboonvong	Director and Managing Director	4/4	1/1		
9.	Mr. Sirimet Leepagorn ²	Director	4/4			
	Mr. Kulapat Permbhusri ²	Director		1/1		
10.	Mr. David Van Dau ³	Director	1/2			
		Executive Committee			2/2	

Remarks: ¹ Attendances/Total Number of Meetings

² The 2022 Annual General Meeting of Shareholders held on March 24, 2022 resolved to approve the appointment of Mr. Kulapat Permbhusri as director to replace Mr. Sirimet Leepagorn who resigned by rotation with effect from March 23, 2022.

³ Mr. David Van Dau Resignation effective on July 29, 2021.
Total number of meetings from January 1 - July 28, 2021

8.1.2 Authorized Signatory Directors of the Company

The Company is incorporated in the Lao PDR and has criteria for authorized signatory directors as follows:

“Mr. Plew Trivisvavet and Mr. Thanawat Trivisvavet jointly sign and affix the Company’s seal, or either Mr. Plew Trivisvavet or Mr. Thanawat Trivisvavet and any of other directors, totaling two directors, jointly sign and affix the Company’s seal.”

8.1.3 Duties and Responsibilities of the Board of Directors

The Company’s Board of Directors is responsible for ensuring that all activities of the Company be in accordance with the resolutions of the meetings of the shareholders and the Board of Directors, the Articles of Association and relevant laws and regulations with honesty and duty of care for the Company’s interests.

Duties and responsibilities of the Board of Directors are as follows:

1. To set goals, directions, policies, and business operation plans as well as budget of the Company, efficiently and effectively conduct the monitoring and supervision of the management and administration by the Company’s management to ensure compliance with the specified policies, plans and budget as well as monitoring and supervising the Company, to ensure compliance with applicable laws or regulation relating to the Company’s business;
2. To arrange for a reliable system for accounting, financial reporting and auditing, as well as to maintain a document filing system, which is capable of verification of accuracy, together with efficient and effective internal control, internal audit and risk management;
3. To prepare the financial statements at the end of the Company’s accounting period to correctly present the financial position which must be realistic, complete, and correct in accordance with generally accepted accounting standards to the general meeting for adoption within four months after the end of the fiscal year;
4. To consider and propose to appoint external auditors and fixing remuneration of such auditors in the meeting of the shareholders for their approval;
5. To consider and approve the replacement of Director, or pass the resolution to the general meeting of shareholders to approve the appointment of Director, as well as to determine Director’s remunerations;
6. To consider and have the power to appoint Chairman of the Board of Directors, an Executive Committee and Managing Director and to determine the scope of power and duties as well as remuneration of the Executive Committee and Managing Director;

7. To convene the annual ordinary general meeting of shareholders at least once a year, and the extraordinary general meeting of shareholders whenever it deems appropriate or when required by law;
8. To convene the Board of Directors' meetings at least once every three months; and
9. To consider and approve interim dividend payment which is justified by the profits of the Company;

8.1.4 Remuneration of the Board of Directors

The Board of Directors shall receive only the monetary remuneration from the Office Director, which is approved by the general meeting of shareholders.

8.2 Management Structure

8.2.1 The Company's Management Structure

The Company's management structure* is as follows:

Name	Position
Mr. Vorapote Uchoepaiboonvong	Managing Director
Mr. Edgar Kargl	Plant Manager
Mr. Kitpoat Srasomsub	Assistant Plant Manager

* Accounting and financial managements including as cash, liquidity, and financial risk management are operated by CK Power Public Company Limited, the major shareholder of XPCL, through Shared Service Agreement, the services of which does not qualified as an executives defined under the Notification of the Securities and Exchange Commission No. KorChor. 17/2551.

Scope of powers, duties and responsibilities of the Managing Director:

1. To direct the day-to-day management of the business and affairs of the Company and to make all decisions related thereto, and to authorize all things necessary, proper or desirable to carry out the day to day business of the Company;
2. To supervise and ensure proper operations in compliance with the Company's work rules, and to give final decision on any issues in question, and to seek the Board of Directors' approval for amendment of the work rules;
3. To jointly set out policies, strategies and goals with the Board of Directors for compliance and management to ensure that the operational results achieve such goals;

4. To manage and administer works in all respects in accordance with the vision, missions, policies and strategies;
5. To take care of personnel in various divisions to ensure they can efficiently and effectively perform in line with plans, strategies and goals of each division, and to regularly facilitate personnel development;
6. To develop the organization to ensure its satisfactory operational results and performance, and to regularly and continuously improve its operations to ensure the organization's sustainable growth;
7. To follow up, inspect, supervise and report the Company's overall operational results to the Board of Directors quarterly;
8. To follow up, inspect, and supervise the operational results of the Company to ensure the good operational results in accordance with goals and report on such results to the Board of Directors quarterly as well as seeking opportunities to improve performance;
9. To propose to the Board of Directors an operating budget, investment plan and business plan as well as review the financial results of the Company on a continuous basis; and
10. To determine policies, business plans, including business strategies, and annual budget of the Company for submission to the Executive Committee and seek approval thereof from the Board of Directors.

8.2.2 Personnel Development Policy

Management of the Company recognizes the importance of skills and capabilities developments of both staff operating at power plant and support staff, since all employees are the key drivers that enable the Company to achieve business objectives and directions set out by the management. The Company is aware that sustainable development and growth of the Company start from having competent personnel, who can apply knowledge, capabilities, and experiences into practice without compromising the development of ethics and sense of accountability towards their own duties, colleagues, and society. The Company sets out personnel development policy in various key aspects as follows:

(1) Competency Development

The Company encourages its staff to attend valuable training courses from external experts, both local and overseas courses, which will enhance their knowledge and skills in their work performance. For local training courses, the human resource department will select and propose training courses to executives in each unit, and also welcome staff to propose any interesting training courses for consideration and support by the Company. For overseas training courses, the respective units will propose overseas courses as appropriate and necessary for management to consider. The Company has a dedicated annual budget for staff training courses.

In addition, the Board of Directors adopts a policy to support and encourage its directors and executives to undergo training, attend seminars to ensure enhancement of their knowledge and capabilities in work, by focusing on courses, seminars, and site-visits, both in Thailand and in other countries, which have contents and details useful to the Company's business operations,

(2) Career Advancement Opportunity

The Company recognizes the importance of clear management structure to ensure that the structure for each line of work within the Company enable staff to see clear path for career advancement. The Company regularly reviews and rearranges the management structure to promote highly capable and competent staff to become executives. The Company uses KPIs as main performance assessment tool, together with assessment of employee's key success factors, behavior, and overall potential to effectively drive and develop staff, with an aim of ensuring that the staff will be developed to become good and competent citizens. Moreover, as another channel to develop and secure career advancement for staff, since the Company is part of a group of companies, staff in one company has the opportunity to pursue their career advancement in another company within the group.

(3) Succession Planning

The Company recognizes the importance of having successor in key positions to ensure continuation of business and operations. The Company has a policy to identify quality personnel within the organization for appointment as successor before seeking recruitment externally. The Company also incorporates the use of KPIs as performance evaluation tool to consider staff's abilities and work behavior as one of the factors in selecting and promoting personnel to executive positions.

(4) Work Safety

The Company has developed its management system in accordance with an International Standards Organization ("ISO") to ensure a safe working environment for all employees. XHPP, operated by XPCL has received the certification for Integrated Management System (IMS) ISO 9001:2015, ISO 14001: 2015 and ISO 45001:2018 from BSI Group (Thailand) Co., Ltd.

(5) Anti-corruption

The Company gives priority to anti-corruption in every step of its operating procedures by incorporating the policy on anti-corruption in operating procedures into the Corporate Governance Policy and the Control Policy and Governance Mechanisms (Control Policy); such as, guidelines for handling inside information, policy on execution of transactions with major shareholders, directors, executives and their connected persons, guidelines for consideration of execution of connected transactions, requirements relating to business ethics and code of ethics, and a whistleblower guide when any corruption is found, all of which have been communicated by the Company to staff of the Company via the Intranet and the articles of association to build up acknowledgment and awareness of significance of proper compliance with the business ethics.

(6) Staff Benefits

The Company provides its employees with benefits as required by law, and additional benefits as appropriate, by monitoring to ensure effective and fair enforcement of such criteria on consideration of staff benefits in accordance with standards, laws, and humanitarian principles. Moreover, staffs are provided with more fringe benefits by taking into account work achievement or as occasionally specified by the Company as appropriate, to raise staff morale. In addition, staff benefits are also increased according to changes in economic and social conditions as appropriate. Over the past years, the Company had faced no material labor dispute.

9 FINANCIAL POSITION

9.1 Independent auditor's report

Financial statements	Auditors
Financial statements for the year ended 31 December 2020	Chatchai Kasemsrithanawat Certified Public Accountant (Thailand) No. 5813 EY Office Limited
Financial statements for the year ended 31 December 2021	Chatchai Kasemsrithanawat Certified Public Accountant (Thailand) No. 5813 EY Office Limited
Financial statement for the three-month period ended 31 March 2022	Wilai Sunthornwanee Certified Public Accountant (Thailand) No. 7356 EY Office Limited

Financial statements	Auditor's opinion
Financial statement for the years ended 31 December 2020	In the auditor's opinion, the financial statements of the Company present fairly, in all material respects, the financial position of the Company as at 31 December 2020, and its financial performance and its cash flows for the year then ended in accordance with the International Financial Reporting Standards.
Financial statement for the years ended 31 December 2021	In the auditor's opinion, the financial statements of the Company present fairly, in all material respects, the financial position of the Company as at 31 December 2021, and its financial performance and its cash flows for the year then ended in accordance with the International Financial Reporting Standards.
Financial statement for the three-month period ended 31 March 2022	Based on the auditor's review, nothing has come to the auditor's attention that causes the auditor to believe that the accompanying interim financial statements do not present fairly, in all material respects, the financial position of the Company as at 31 March 2022, its financial performance and its cash flows for the three-month period then ended in accordance with the Thai Financial Reporting Standards.

9.2 Financial statement submission

1. The company is required to submit the audited annual financial statements to the Tax Department, Ministry of Finance of the Lao PDR, no later than 150 days from the end of each financial year.
2. The company will publish an English financial statement on the official website of CK Power Public Company Limited, its major shareholder, within the same period of time that the Company is required to submit the audited annual financial statement to the relevant authority e.g. the Office of the Securities and Exchange Commission of Thailand, but no later than 120 (one hundred twenty) days from the end of each financial statement period.

CK Power's website URL is: <https://www.ckpower.co.th>

9.3 Financial information as of, and for the years ended 31 December 2020 and 2021

The following tables set forth XPCL's selected financial information as of, and for the years ended 31 December 2020 and 2021.

The selected financial information was derived from the audited financial statements as of, and for the years ended 31 December 2020 and 2021 and related notes included elsewhere in this prospectus. The financial statements have been audited by EY Office Limited, Public Accountants and Chartered Accountants, as stated in their reports included in this prospectus.

The selected financial information set forth below should be read in conjunction with the financial statements and related notes and historical financial information included elsewhere in this prospectus. The financial statements for the years ended 31 December 2020 and 2021 have been prepared in accordance with the International Financial Reporting Standards.

Statement of Comprehensive Income for the years ended 31 December 2020 and 2021

(Unit: Thousand Baht)

		For the Years Ended 31 December	
		2020	2021
Profit or Loss:			
Operating income			
Revenue from sales of electricity	12,067,073	13,946,952	
Finance income	5,684	26,090	
Other income	7,215	2,077	
Gain on exchange	-	269,604	
Total operating income	12,079,972	14,244,723	
Operating expenses			
Cost of sales of electricity	(4,739,278)	(4,891,063)	
Administrative expenses	(328,562)	(545,626)	
Loss on exchange	(88,388)	-	
Total operating expenses	(5,156,228)	(5,436,689)	
Profit before finance costs	6,923,744	8,808,034	
Financial cost	(5,955,453)	(5,025,166)	
Profit before income tax expenses	968,291	3,782,868	
Income tax expenses	-	-	
Profit for the year	968,291	3,782,868	
Other comprehensive income:			
<i>Other comprehensive income to be reclassified to profit or loss in subsequent periods:</i>			
Unrealized gain (loss) from cash flow hedges	183,480	(2,121,851)	
<i>Other comprehensive income not to be reclassified to profit or loss in subsequent periods:</i>			
Actuarial loss	(8,559)	-	
Other comprehensive income (loss) for the year	174,921	(2,121,851)	
Total comprehensive income for the year	1,143,212	1,661,017	

Statement of Financial Position as of 31 December 2020 and 2021

(Unit: Thousand Baht)

	31 December 2020	31 December 2021
Assets		
Non-current assets		
Plant and equipment, net	122,694,383	118,612,166
Intangible assets	43,216	38,115
Right-of-use assets	79,075	77,331
Long-term restricted bank deposits	3,237,586	5,042,207
Prepaid expenses under the Side Agreement	-	3,939,884
Advance under the Side Agreement	-	1,160,894
Derivative financial assets	-	98,981
Other non-current assets	674	749
Total non-current assets	126,054,934	128,970,327
Current assets		
Spare parts and supplies	2,141	4,866
Other current assets	308,848	365,274
Trade and other receivables – related parties	2,236,126	2,526,735
Cash at bank and on hand	2,498,522	2,141,329
Short-term restricted bank deposits	364,326	471,372
Total current assets	5,409,963	5,509,576
Total assets	131,464,897	134,479,903
Equity and liabilities		
Equity		
Issued capital	26,861,000	26,861,000
Retained earnings	1,009,504	4,056,157
Statutory reserve	20,182	58,011
Other components of shareholders' equity	24,618	(2,097,233)
Total equity	27,915,304	28,877,935
Non-current liabilities		
Long-term loans from financial institutions - net of current portion	78,389,915	78,418,054
Long-term loans from related companies and accrued interest expenses	21,049,447	21,236,202
Derivative financial liabilities	62,995	-
Provision for long-term employee benefits	15,256	9,065
Other long-term liabilities - related party	253,779	799,232
Lease liabilities - net of current portion	73,966	75,642
Total non-current liabilities	99,845,358	100,538,195
Current liabilities		
Trade and other payables	120,305	244,514
Current portion of long-term loans from financial institutions	3,576,819	4,811,223
Current portion of lease liabilities	7,111	8,036
Total current liabilities	3,704,235	5,063,773
Total liabilities	103,549,593	105,601,968
Total equity and liabilities	131,464,897	134,479,903

Cash Flow Statement for the years ended 31 December 2020 and 2021

(Unit: Thousand Baht)

	For the Years Ended 31 December	
	2020	2021
Cash flows from operating activities		
Profit for the year	968,292	3,782,867
Adjustment to reconcile profit to net cash flows:		
Depreciation and amortization	4,171,389	4,176,782
Amortisation of prepaid expenses under the Side Agreement	-	17,614
Loss (gain) on sales/write-off of plant and equipment	116	(2,066)
Unrealised loss (gain) on exchange	66,161	(294,078)
Amortisation of deferred loan arrangement fees	96,786	123,707
Finance income	(5,684)	(26,090)
Finance cost	5,857,229	4,893,083
Provision for long-term employee benefits	1,684	2,616
Operating profit before working capital changes	11,155,973	12,674,435
(Increase)/decrease in:		
Trade and other receivables	(669,976)	(291,556)
Spare parts and supplies	(2,029)	(2,725)
Other current assets	(56,703)	(54,196)
Other non-current assets	-	(75)
Increase/(decrease) in:		
Trade and other payables	(218,448)	129,234
Payment of long-term employee benefits	(224)	(8,807)
Other long-term liabilities – related party	221,477	543,326
Cash flows from operating activities	10,430,070	12,989,636
Cash paid for prepaid of royalties and corporate income tax under the Side Agreement	-	(3,957,498)
Net cash flows from (used in) operating activities	10,430,070	9,032,138
Cash flows from investing activities		
Increase in short-term restricted bank deposits	(361,678)	(58,592)
Increase in long-term restricted bank deposits	(3,282,653)	(1,704,463)
Acquisition of plant and equipment	(43,797)	(77,617)
Acquisition of intangible assets	(1,046)	(1,893)
Proceeds from sale of equipment	-	2,139
Increase in advance under the Side Agreement	-	(1,147,002)
Interest received	5,654	9,968
Net cash flow used in investing activities	(3,683,520)	(2,977,460)
Cash flows from financing activities		
Increase in long-term loans from financial institutions	619,000	2,511,500
Cash paid for long-term loans from financial institutions	(863,704)	(3,580,598)
Cash paid for long-term loans from related companies	-	(350,000)
Cash paid for interest on long-term loans from related companies	-	(350,000)
Cash paid for loan arrangement fees	(299,845)	(25,308)
Cash paid for interest expenses from financial institutions	(4,719,098)	(4,051,781)

	For the Years Ended 31 December	
	2020	2021
Cash paid for principal portion of lease liabilities	(5,272)	(5,077)
Cash paid for interest on lease liabilities	(2,541)	(2,543)
Dividend payment	-	(698,386)
Net cash flows used in financing activities	(5,271,460)	(6,552,193)
Net increase (decrease) in cash and cash equivalents	1,475,090	(497,515)
Effect of exchange rate changes on cash and cash equivalents	(13,202)	140,322
Cash and cash equivalents at beginning of year	1,036,634	2,498,522
Cash and cash equivalents at end of year	2,498,522	2,141,329
Supplemental cash flow information		
Non-cash transactions		
Increase in plant and equipment from other accounts payable	-	3,999
Increase in intangible assets from other accounts payable	1,080	-
Increase in right-of use assets from lease liabilities	1,631	5,364

9.4 Financial information as of, and for the three-month periods ended 31 March 2021 and 2022

The following tables set forth XPCL's selected financial information as of, and for the three-month periods ended 31 March 2021 and 2022.

The selected financial information was derived from the reviewed interim financial statements as of, and for the three-month periods ended 31 March 2021 and 2022 and related notes included elsewhere in this prospectus. The financial statements have been reviewed by EY Office Limited, Public Accountants and Chartered Accountants, as stated in their reports included in this prospectus.

The selected financial information set forth below should be read in conjunction with the financial statements and related notes and historical financial information included elsewhere in this prospectus. The reviewed interim financial statements as of, and for the three-month periods ended 31 March 2021 and 2022 have been prepared in accordance with Thai Financial Reporting Standards.

Statement of Comprehensive Income for the three-month periods ended 31 March 2021 and 2022

(Unit: Thousand Baht)

	For the Three-Month Periods Ended March 31	
	2021	2022
Profit or Loss:		
Operating income		
Revenue from sales of electricity	2,270,133	2,702,880
Finance income	1,699	32,266
Other income	1	136
Gain on exchange	124,334	-
Total operating income	2,396,167	2,735,282
Operating expenses		
Cost of sales of electricity	(1,191,068)	(1,233,799)
Administrative expenses	(78,927)	(221,704)
Loss on exchange	-	(34,824)
Total operating expenses	(1,269,995)	(1,490,327)
Profit before finance costs	1,126,172	1,244,955
Finance cost	(1,236,973)	(1,242,300)
Profit (loss) before income tax expenses	(110,801)	2,655
Income tax expenses	-	-
Profit (loss) for the period	(110,801)	2,655
Other comprehensive income:		
<i>Other comprehensive income to be reclassified to profit or loss in subsequent periods:</i>		
Unrealized gain (loss) from cash flow hedges	(847,594)	374,918
Other comprehensive income for the period	(847,594)	374,918
Total comprehensive income for the period	(958,395)	377,573

Statement of Financial Position as of 31 December 2021 and 31 March 2022

(Unit: Thousand Baht)

	31 December 2021	31 March 2022
Assets		
Non-current assets		
Plant and equipment, net	118,612,166	117,604,709
Intangible assets	38,115	36,647
Right-of-use assets	77,331	75,565
Long-term restricted bank deposits	5,042,207	5,379,528
Prepaid expenses under the Side Agreement	3,939,884	3,917,872
Advance under the Side Agreement	1,160,894	1,187,145
Derivative financial assets	98,981	351,536
Other non-current assets	749	749
Total non-current assets	128,970,327	128,553,751
Current assets		
Spare parts and supplies	4,866	5,624
Other current assets	365,274	271,396
Trade and other receivables – related parties	2,526,735	2,414,472
Cash at bank and on hand	2,141,329	2,004,390
Short-term restricted bank deposits	471,372	462,935
Total current assets	5,509,576	5,158,817
Total assets	134,479,903	133,712,568
Equity and liabilities		
Equity		
Issued capital	26,861,000	26,861,000
Retained earnings	4,056,157	4,058,812
Statutory reserve	58,011	58,011
Other components of shareholders' equity	(2,097,233)	(1,722,315)
Total equity	28,877,935	29,255,508
Non-current liabilities		
Long-term loans from financial institutions - net of current portion	78,418,054	77,142,465
Long-term loans from related companies and accrued interest expenses	21,236,202	21,450,671
Provision for long-term employee benefits	9,065	9,345
Other long-term liabilities - related party	799,232	884,248
Lease liabilities - net of current portion	75,642	74,331
Total non-current liabilities	100,538,195	99,561,060
Current liabilities		
Trade and other payables	244,514	84,199
Current portion of long-term loans from financial institutions	4,811,223	4,803,837
Current portion of lease liabilities	8,036	7,964
Total current liabilities	5,063,773	4,896,000
Total liabilities	105,601,968	104,457,060
Total equity and liabilities	134,479,903	133,712,568

Cash Flow Statement for the the three-month period ended 31 March 2022 and 2021

(Unit: Thousand Baht)

	For the Three-Month Periods Ended 31 March	
	2021	2022
Cash flows from operating activities		
Profit (loss) for the period	(110,801)	2,655
Adjustment to reconcile profit (loss) to net cash flows:		
Depreciation and amortisation	1,029,589	1,030,694
Amortisation of prepaid expenses under the Side Agreement	-	22,012
Gain from sales of equipment	(2)	(28)
Unrealised gain on exchange	(141,042)	(2,160)
Interest income	(1,699)	(32,266)
Interest cost	1,210,808	1,216,177
Amortisation of deferred loan arrangement fee	24,121	23,945
Provision for long-term employee benefits	654	603
Profit from operating activities before changes in operating assets and liabilities	2,011,628	2,261,632
(Increase)/decrease in:		
Trade and other receivables - related parties	363,635	120,024
Spare parts and supplies	(1,140)	(758)
Other current assets	96,750	99,880
Increase/(decrease) in:		
Trade and other payables	10,624	(150,422)
Other long-term liabilities - related party	40,585	84,256
Cash paid for long-term employee benefits	-	(323)
Cash flows from operating activities	2,522,082	2,414,289
Cash paid for income tax expense	-	-
Net cash flows from operating activities	2,522,082	2,414,289
Cash flows from investing activities		
Decrease in short-term restricted bank deposits	19,585	10,919
Increase in long-term restricted bank deposits	(404,777)	(340,713)
Increase in building and equipment	(18,115)	(18,636)
Increase in intangible assets	(1,107)	-
Proceeds from sales of equipment	3	29
Interest received	-	13
Net cash flow used in investing activities	(404,411)	(348,388)
Cash flows from financing activities		
Cash paid for long-term loans from financial institutions	(895,150)	(1,171,788)
Cash paid for interest expenses from financial institutions	(1,010,594)	(1,024,303)
Payment of principal portion of lease liabilities	(1,256)	(1,301)
Cash paid for interest from lease liabilities	(599)	(625)
Net cash flows used in financing activities	(1,907,599)	(2,198,017)
Net increase (decrease) in cash and cash equivalents	210,072	(132,116)
Effect of exchange rate changes on cash and cash equivalents	63,661	(4,823)
Cash and cash equivalents at beginning of period	2,498,522	2,141,329
Cash and cash equivalents at end of period	2,772,255	2,004,390
Supplemental cash flow information		
Non-cash transactions		
Increase in building and equipment from other payables	135	1,368

9.5 Key Financial Ratio

Profitability Ratios	2020	2021	Q1 2022
EBITDA Margin (%)	91.8%	92.9%	83.2%
Net Profit Margin (%)	8.0%	27.1%	0.1%
Leverage Ratios	2020	2021	Q1 2022
Debt to Equity Ratio in accordance with Terms & Conditions (Times) ⁽¹⁾	2.0x	2.0x	1.9x
Interest-bearing Debt to Equity (Times)	3.7x	3.6x	3.5x
Debt to Equity Ratio (Times) ⁽²⁾	3.7x	3.7x	3.6x
Interest-bearing Debt Matured in 1 Year to Total Interest-bearing Debt (%)	3.5%	4.6%	4.7%
Borrowing from Financial Institutions to Interest-bearing Debt (%)	79.5%	79.6%	79.2%
Debentures Issuance to Interest-bearing Debt (%)	-	-	-
Others Interest-bearing Debt to Interest-bearing Debt (%)	20.5%	20.4%	20.8%
Interest Coverage Ratio (Times) ⁽³⁾	1.9x	2.6x	2.6x
Interest-bearing Debt to EBITDA Ratio (Times) ⁽³⁾	9.3x	8.1x	7.9x
Debt Service Coverage Ratio (DSCR) (Times) ⁽³⁾⁽⁴⁾	3.1x	2.7x	2.7x
Liquidity Ratios	2020	2021	Q1 2022
Current Ratio (Times)	1.5x	1.1x	1.1x
Quick Ratio (Times)	1.4x	1.0x	1.0x
Average Collection Period (Days) ⁽⁴⁾	67.6	66.1	61.3

Remark: (1) The Terms and Conditions of the debentures provide that the Issuer shall ensure that the ratio of Debt to Equity, in accordance with its Financial Statement, shall not exceed 3:1 as at the last day of the end of its fiscal year period, whereby "Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement.

"Equity" means the aggregate of total shareholders' equity, long-term loans from related companies and accrued interest expenses as set out in the relevant Financial Statements.

"Financial Statement" means audited financial statements of the Issuer which are prepared in accordance with International Accounting Standard.

(2) Total Liabilities / Total Equity

(3) Use EBITDA for the Trailing 12-month period ended 31 March 2022 for Q1/2022

(4) EBITDA / Interest-bearing Debt Matured in 1 Year

10 MANAGEMENT DISCUSSION AND ANALYSIS ON FINANCIAL DATA

10.1 Business Overview

Xayaburi Power Company Limited was incorporated under the laws of Lao People's Democratic Republic ("Lao PDR"). The major shareholder of the Company is CK Power Public Company Limited, which was incorporated in Thailand. The Company is principally engaged in the generation and sale of electricity from the Xayaburi Hydroelectric Power Plant ("XHPP"), located in Lao PDR. As specified in the PPA, the Commercial Operation Date of XHPP was 29 October 2019.

10.2 Analysis for the Year-Ended December 31, 2021

10.2.1 Analysis of Operating Results

Unit: Baht Million

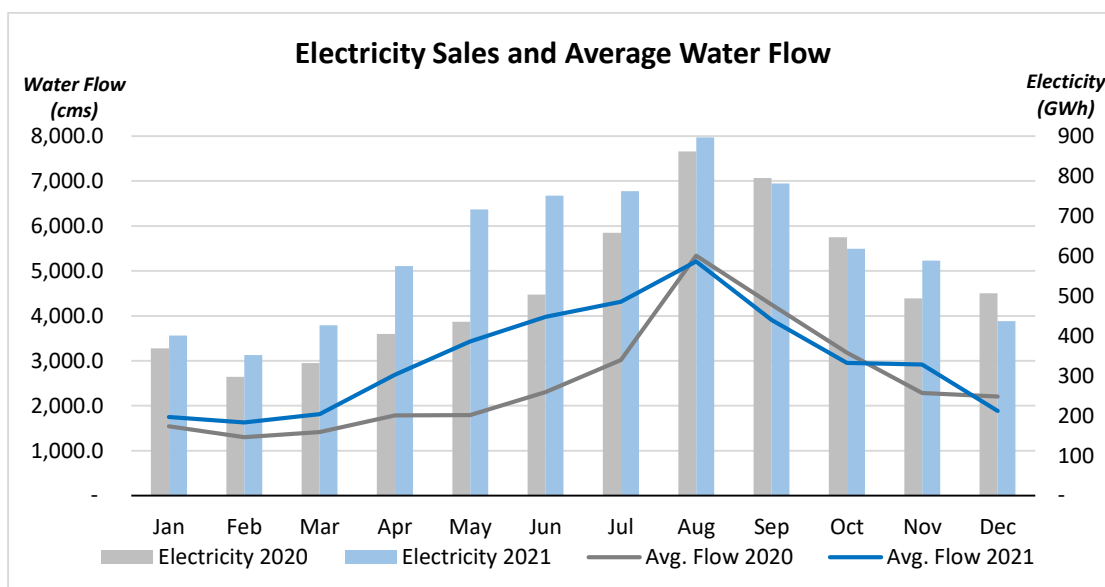
Description	For the Year Ended 31 December		Changes	
	2020	2021	Increase / (Decrease)	%
Revenue from sales of electricity	12,067.1	13,946.9	1,879.8	15.6
Finance income	5.7	26.1	20.4	357.9
Other income	7.2	2.1	(5.1)	(70.8)
Total Revenues	12,080.0	13,975.1	1,895.1	15.7
Operation and maintenance cost	(294.0)	(412.4)	118.4	40.3
Insurance expenses	(308.2)	(337.1)	28.9	9.4
Administrative expenses	(294.3)	(370.1)	75.8	25.8
Environmental improvement work under the CA (one-time)	-	(140.3)	140.3	-
Foreign exchange gain / (loss)	(88.4)	269.6	358.0	405.0
Total Operating Expenses	(984.9)	(990.3)	5.4	0.5
EBITDA	11,095.1	12,984.8	1,889.7	17.0
Depreciation	(4,171.4)	(4,176.8)	5.4	0.1
Earnings Before Interest and Tax	6,923.7	8,808.0	1,884.3	27.2
Financial Cost	(5,955.4)	(5,025.1)	(930.3)	(15.6)
Income Tax Expenses	-	-	-	-
Net Profit	968.3	3,782.9	2,814.6	290.7

In 2021, the Company reported total revenues of Baht 13,975.1 million, an increase of Baht 1,895.1 million or 15.7% compared to the previous year and net profit of Baht 3,782.9 million, an increase of Baht 2,814.6 million or 290.7% compared to the previous year. The key changes were as follows:

a) Revenue from Sales of Electricity

Revenue from Sales of Electricity of XPCL increased in 2021 compared to 2020, driven by the increase in electricity sales volume following higher average water

inflow. The average water inflow in year 2021 was 3,039 cms compared to 2,534 cms in year 2020. The 505 cms increase was due to higher rainfall in Lao PDR and increase in water flows from China.



Electricity Sales Volume and Average Water Flow

Unit: GWh

Description	Year		Changes	
	2020	2021	Increase / (Decrease)	%
EGAT:				
Primary Energy	3,449.5	4,118.7	669.2	19.4
Secondary Energy	1,322.0	1,521.3	199.3	15.1
Excess Energy	1,384.2	1,571.9	187.7	13.6
Test Energy	7.9	9.0	1.0	13.9
EdL	137.8	83.8	(54.0)	(39.2)
Total Electricity Sales	6,301.4	7,304.7	1,003.3	15.9
Average Water Flow (cms)	2,534	3,039	505	19.9

b) Operation and Maintenance Cost

Total Operation and Maintenance Cost in 2021 was Baht 412.4 million, increased by Baht 118.4 million or 40.3% compared to the previous year mainly driven by staff cost, repair and maintenance cost, and operating cost relating to environment and social management.

c) Insurance Expenses

Total Insurance Expenses in 2021 was Baht 337.1 million, increased by Baht 28.9 million or 9.4% compared to the previous year mainly due to the increase in insurance premium rate according to the market condition.

d) Administrative Expenses

Administrative Expenses in 2021 was Baht 370.1 million, increased by Baht 75.8 million or 25.8% compared to the previous year mainly driven by expenses related to employees, consulting fees related to the additional credit facility, and public relations expenses.

e) Environmental Improvement Work Under the CA (One-Time)

During Q4/2021 and Q1/2022, there was one-time expense for environmental improvement work under the CA. Total amount of such one-time expense was Baht 280.6 million, which was recognized partially in Q4/2021 for Baht 140.3 and in Q1/2022 for the remaining Baht 140.3 million.

f) Finance Cost

Finance Cost in 2021 was Baht 5,025.1 million, decreased by Baht 930.3 million or 15.6% compared to the previous year, mainly due to the decline in the interest rates and the outstanding loan from the repayments of loan to financial institutions and sponsors.

10.2.2 Analysis of Financial Position

Description	As at 31 December		Changes	
	2020	2021	Increase / (Decrease)	%
Total Assets	131,464.9	134,479.9	3,015.0	2.3
Total Liabilities	103,549.6	105,602.0	2,052.4	2.0
Total Shareholders' Equity	27,915.3	28,877.9	962.6	3.4

a) Assets

As at 31 December 2021, Total Assets of the Company was Baht 134,479.9 million, increased by Baht 3,015.0 million or 2.3% from the end of 2020 mainly driven by the increase of Baht 1,911.7 million in short-term and long-term restricted bank deposits according to debt service reserve requirements and the increase of Baht 5,100.8 million in prepaid expenses and advance under the Side Agreement following payments made in accordance with the CA; offset by the decline of Baht 4,082.2 million in plant and equipment from depreciation.

b) Liabilities

As at 31 December 2021, Total Liabilities was Baht 105,602.0 million, increased by Baht 2,052.4 million or 2.0% from the end of 2020 driven by the increase of 1,262.5 million in long-term loans from financial institutions mainly from the

exchange rate translation of USD loan into Thai Baht offset by principal repayment, the increase of Baht 186.8 million in long-term loan from related party from additional accrued interest, and the increase of Baht 539.3 million in other long-term liabilities driven mainly by the increase in Excess Energy revenue reserve account.

c) Shareholders' Equity

As at 31 December 2021, Total Shareholders' Equity was Baht 28,877.9 million, increased by Baht 962.6 million or 3.4% from the end of 2020 due to the recognition of net profit for the year; partially offset by unrealized loss from cash flow hedges and dividend payment.

d) Significant Financial Ratio

Profitability Ratios	2020	2021	Changes
EBITDA Margin (%)	91.8%	92.9%	1.1%
Net Profit Margin (%)	8.0%	27.1%	19.1%
Leverage Ratios	2020	2021	Changes
Debt to Equity Ratio in accordance with Terms & Conditions (Times) ⁽¹⁾	2.0x	2.0x	-
Interest-bearing Debt to Equity Ratio (Times)	3.7x	3.6x	(0.1x)
Debt to Equity Ratio (Times) ⁽²⁾	3.7x	3.7x	-
Interest-bearing Debt Matured in 1 Year to Total Interest-bearing Debt (%)	3.5%	4.6%	1.1%
Borrowing from Financial Institutions to Interest-bearing Debt (%)	79.5%	79.6%	0.1%
Debentures Issuance to Interest-bearing Debt (%)	-	-	-
Others Interest-bearing Debt to Interest-bearing Debt (%)	20.5%	20.4%	(0.1%)
Interest Coverage Ratio (Times)	1.9x	2.6x	0.7x
Interest-bearing Debt to EBITDA Ratio (Times)	9.3x	8.1x	(1.2x)
Debt Service Coverage Ratio (DSCR) (Times) ⁽³⁾	3.1x	2.7x	(0.4x)
Liquidity Ratios	2020	2021	Changes
Current Ratio (Times)	1.5x	1.1x	(0.4x)
Quick Ratio (Times)	1.4x	1.0x	(0.4x)
Average Collection Period (Days)	67.6	66.1	(1.5)

Remark: (1) The Terms and Conditions of the debentures provide that the Issuer shall ensure that the ratio of Debt to Equity, in accordance with its Financial Statement, shall not exceed 3:1 as at the last day of the end of its fiscal year period, whereby "Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement.

"Equity" means the aggregate of total shareholders' equity, long-term loans from related companies and accrued interest expenses as set out in the relevant Financial Statements.

"Financial Statement" means audited financial statements of the Issuer which are prepared in accordance with International Accounting Standard.

(2) Total Liabilities / Total Equity

(3) EBITDA / Interest-bearing Debt Matured in 1 Year

In 2021, profitability ratio increased from 2020 mainly due to the improvement in financial performance of the Company following the increase in water flow for electricity generating.

Interest-bearing Debt to Equity Ratio, Interest Coverage Ratio, and Interest-bearing Debt to EBITDA Ratio improved YoY following the improvement in financial performance. DSCR, Current Ratio and Quick Ratio weakened slightly mainly due to the increase in current portion of long-term loan from financial institution according to the loan repayment schedule, while Average Collection Period remained relatively stable.

10.3 Analysis for the three-month period ended March 31, 2022

10.3.1 Analysis of Operating Results

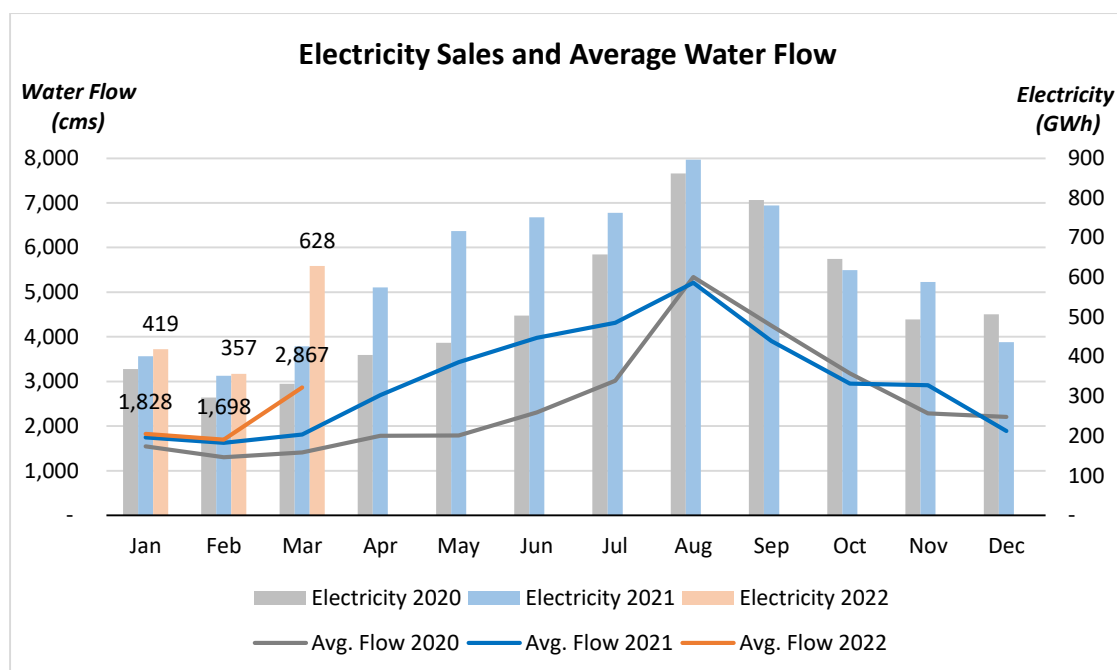
Unit: Baht Million

Description	For the Three-month Periods Ended 31 March		Changes	
	2021	2022	Increase / (Decrease)	%
Revenue from sales of electricity	2,270.1	2,702.9	432.8	19.1
Finance income	1.7	32.3	30.6	1,800.0
Other income	-	0.1	0.1	-
Total Revenues	2,271.8	2,735.3	463.5	20.4
Operation and Maintenance Cost	(95.8)	(112.4)	16.6	17.3
Insurance expenses	(74.2)	(99.4)	25.2	34.0
Administrative Expenses	(70.3)	(72.7)	2.4	3.4
Environmental improvement work under the CA (One-time)	-	(140.3)	140.3	-
Foreign Exchange Gain / (Loss)	124.3	(34.8)	(159.1)	(128.0)
Total Operating Expenses	(116.0)	(459.6)	343.6	296.2
EBITDA	2,155.8	2,275.7	119.9	5.6
Depreciation	(1,029.6)	(1,030.7)	1.1	0.1
Earnings Before Interest and Tax	1,126.2	1,245.0	118.8	10.5
Financial Cost	(1,237.0)	(1,242.3)	5.3	0.4
Income Tax Expenses	-	-	-	-
Net Profit (Loss)	(110.8)	2.7	113.5	102.4

In Q1/2022, the Company reported Total Revenues of Baht 2,735.3 million, increased by Baht 463.5 million or 20.4% YoY and Net Profit of Baht 2.7 million, an improvement of Baht 113.5 million or 102.4% from Q1/2021.

a) Revenue from Sales of Electricity

Q1/2022 Revenue from Sales of Electricity increased YoY, driven by the increase in electricity sales volume following higher average water inflow. The average water inflow in Q1/2022 was 2,131 cms compared to 1,729 cms in Q1/2021, increased by 402 cms due to higher rainfall in Lao PDR and increase in water flows from China.



Electricity Sales Volume and Average Water Flow

Unit: GWh

Description	For the Three-month Periods Ended 31 March		Changes	
	2021	2022	Increase / (Decrease)	%
EGAT:				
Primary Energy	683.1	782.4	99.3	14.5
Secondary Energy	247.8	290.8	43.0	17.4
Excess Energy	243.7	330.5	86.8	35.6
Test Energy	-	-	-	-
EdL	4.4	0.8	(3.6)	(81.8)
Total Electricity Sales	1,179.0	1,404.5	225.5	19.1
Average Water Flow (cms)	1,729	2,131	402	23.3

b) Operation and Maintenance Cost

In Q1/2022, Total Operation and Maintenance Cost was Baht 112.4 million, increased by Baht 16.6 million or 17.3% compared to Q1/2021, mainly due to operating cost relating to environment and social management.

c) Insurance Expenses

Total Insurance Expenses in Q1/2022 was Baht 99.4 million, increased by Baht 25.2 million or 34.0% compared to the same period last year mainly due to the rise in insurance premium rate according to the market condition.

d) Administrative Expenses

Administrative Expenses was Baht 72.7 million in Q1/2022 increased by Baht 2.4 million or 3.6% from Q1/2021 mainly driven by employee and public relations expenses.

e) Environmental Improvement Work Under the CA (One-Time)

In Q1/2022, one-time expense for environmental improvement work under the CA of Baht 140.3 million was recognized.

f) Finance Cost

Finance Cost during Q1/2022 increased Baht 5.3 million or 0.4%, mainly from drawdown of additional long-term loan agreement (Tranche E Facility) in November 2021.

10.3.2 Analysis of Financial Position

Description	As at 31 December 2021	As at 31 March 2022	Changes	
			Increase / (Decrease)	%
Total Assets	134,479.9	133,712.6	(767.3)	(0.6)
Total Liabilities	105,602.0	104,457.1	(1,144.9)	(1.1)
Total Shareholders' Equity	28,877.9	29,255.5	377.6	1.3

a) Assets

As at 31 March 2022, Total Assets was Baht 133,712.6 million, decreased by Baht 767.3 million or 0.6% from the end of 2021 mainly due to the decline in plant and equipment from depreciation.

b) Liabilities

As at 31 March 2022, Total Liabilities was Baht 104,457.1 million, decreased by Baht 1,144.9 million or 1.1% from the end of 2021, mainly driven by the decline in long-term loans from financial institutions from principal repayment.

c) Shareholders' Equity

As at 31 March 2022, Total Shareholders' Equity was Baht 29,255.5 million, increased by Baht 377.6 million or 1.3% from the end of 2021 mainly due to unrealized gain from cash flow hedges of Baht 374.9 million.

d) Significant Financial Ratio

Profitability Ratios	Q1 2021	Q1 2022	Changes
EBITDA Margin (%)	94.9%	83.2%	(11.7%)
Net Profit Margin (%)	(4.9%)	0.1%	5.0%
Leverage Ratios	Q1 2021	Q1 2022	Changes
Debt to Equity Ratio in accordance with Terms & Conditions (Times) ⁽¹⁾	2.0x	1.9x	(0.1x)
Interest-bearing Debt to Equity Ratio (Times)	3.8x	3.5x	(0.3x)
Debt to Equity Ratio (Times) ⁽²⁾	3.8x	3.6x	(0.2x)
Interest-bearing Debt Matured in 1 Year to Total Interest-bearing Debt (%)	3.7%	4.7%	1.0%
Borrowing from Financial Institutions to Interest-bearing Debt (%)	79.3%	79.2%	(0.1%)
Debentures Issuance to Interest-bearing Debt (%)	-	-	-
Others Interest-bearing Debt to Interest-bearing Debt (%)	20.7%	20.8%	0.1%
Interest Coverage Ratio (Times) ⁽³⁾	2.1x	2.6x	0.5x
Interest-bearing Debt to EBITDA Ratio (Times) ⁽³⁾	9.0x	7.9x	(1.1x)
Debt Service Coverage Ratio (DSCR) ⁽³⁾⁽⁴⁾ (Times)	3.0x	2.7x	(0.3x)
Liquidity Ratios	Q1 2021	Q1 2022	Changes
Current Ratio (Times)	1.3x	1.1x	(0.2x)
Quick Ratio (Times)	1.3x	1.0x	(0.3x)
Average Collection Period (Days) ⁽⁴⁾	55.4	61.3	5.9

Remark: (1) The Terms and Conditions of the debentures provide that the Issuer shall ensure that the ratio of Debt to Equity, in accordance with its Financial Statement, shall not exceed 3:1 as at the last day of the end of its fiscal year period, whereby "Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement.

"Equity" means the aggregate of total shareholders' equity, long-term loans from related companies and accrued interest expenses as set out in the relevant Financial Statements.

"Financial Statement" means audited financial statements of the Issuer which are prepared in accordance with International Accounting Standard.

(2) Total Liabilities / Total Equity

(3) Use EBITDA for the Trailing 12-month period ended 31 March 2022 for Q1/2022

(4) EBITDA / Interest-bearing Debt Matured in 1 Year

In Q1/2022, EBITDA margins declined YoY mainly due to the recognition of one-time Environmental Improvement Work. Net Profit Margin improved YoY driven by strong revenue performance following the increase in water flow for electricity generating.

In Q1/2022, Debt to Equity Ratios and Interest-bearing Debt to Equity Ratio improved YoY mainly as a result of repayments of long-term loans. Interest Coverage Ratio, and Interest-bearing Debt to EBITDA Ratio improved YoY following the improvement in financial performance. DSCR, Current Ratio and Quick Ratio declined

slightly mainly due to the increase in current portion of long-term loan from financial institution according to the loan repayment schedule, while Average Collection Period increased slightly from the increase in accounts receivable from higher electricity sales during the recent months.

PART 4

INFORMATION ON THE OFFERING OF THE DEBENTURES

Xayaburi Power Company Limited (the "**Issuer**"), a limited company incorporated under the law of the Lao People's Democratic Republic, having the registered office at No. 215 Lane Xang Avenue, Ban Xieng Yuen, Muang Chantabouly, Lao PDR Tel. 856 (021) 251 718, wishes to offer for sale the name-registered, unsecured and unsubordinated debentures with a Debentureholders' Representative. There are 3 (three) tranches of debentures having total number of the Debentures being offered of up to 5,000,000 (five million) units, with the principal amount of up to Baht 5,000,000,000 (five billion) with an over-allotment option exercisable up to 5,000,000 (five million) units, with the principal amount of up to Baht 5,000,000,000 (five billion), having aggregate number of the Debentures being offered of up to 10,000,000 (ten million) units, with the aggregate principal amount of up to Baht 10,000,000,000 (ten billion). The material details of the Debentures are as set forth below.

The Issuer has complied with the laws and regulations of the Lao PDR in connection with the issuance and offering of the Debentures applicable to it.

1. General Description of the Debentures and the Offering

The Debentures are subject to the terms and conditions governing the rights and duties of the Issuer and the Debentureholders in respect of the Debentures (the "**Conditions**") which are attached as Appendix 1 hereto. Below are the terms of the Debenture offering, the material terms under the Conditions and the material terms of the Debentureholders' Representative Appointment Agreement. Unless otherwise defined in this Section, capitalized terms used herein have the same meanings given to them in the Conditions.

1.1 Terms of Debenture Offering

Issuer	: Xayaburi Power Company Limited
Debenture Name	: 1. "The Green Debentures of Xayaburi Power Company Limited No.1/2022 Tranche 1 Due 2025" (" Tranche 1 Debentures ") 2. "The Green Debentures of Xayaburi Power Company Limited No.1/2022 Tranche 2 Due 2026" (" Tranche 2 Debentures ") 3. "The Green Debentures of Xayaburi Power Company Limited No.1/2022 Tranche 3 Due 2027" (" Tranche 3 Debentures ")
Debenture Type	: Name-Registered, Unsecured and Unsubordinated Debentures with a Debentureholders' Representative
Joint Lead Arrangers	: Bangkok Bank Public Company Limited (" BBL ") Kiatnakin Phatra Securities Public Company Limited (" KKPS ")* Krung Thai Bank Public Company Limited (" KTB ") Krungthai XSpring Securities Company Limited (" KTX ") The Siam Commercial Bank Public Company Limited (" SCB ")

* Including Kiatnakin Phatra Bank Public Company Limited ("**KKPB**") as a sale unit of KKPS

The Joint Lead Arrangers has certain relationship with the Issuer as follow:

The Issuer has a credit facility with local commercial banks including the Joint Lead Arranger(s) and KKPB, the major shareholder of KKPS. Therefore, the relevant Joint Lead Arranger(s) are creditors of the Issuer.

Debentureholders' Representative	: Bank of Ayudhya Public Company Limited As of 17 June 2022, the Debentureholders' Representative is not a creditor of the Issuer.
Registrar	: Thailand Securities Depository Company Limited
Paying Agent	: Bank of Ayudhya Public Company Limited
The Issuer's Representative in Thailand:	: The Legists Group Ltd.
Legal Advisor (as to Thai law)	: Baker & McKenzie Ltd.
Legal Advisor (as to Lao PDR law)	: South East Asia Law Office Co., Ltd.
Number of Debentures offered	: The total number of the Debentures offered is up to 5,000,000 (five million) units with an over-allotment option exercisable up to 5,000,000 (five million) units, having aggregate number of the Debentures being offered of up to 10,000,000 (ten million) units, divided into: Tranche 1 Debentures: up to 4,500,000 (four million and five hundred thousand) units; Tranche 2 Debentures: up to 2,000,000 (two million) units; and Tranche 3 Debentures: up to 3,500,000 (three million and five hundred thousand) units.
Value of Debentures offered	: The total value of the Debentures offered is up to Baht 5,000,000,000 (five billion) with an over-allotment option exercisable up to Baht 5,000,000,000 (five billion), having aggregate principal amount of up to Baht 10,000,000,000 (ten billion), divided into: Tranche 1 Debentures: up to Baht 4,500,000,000 (four billion and five hundred million); Tranche 2 Debentures: up to Baht 2,000,000,000 (two billion); and Tranche 3 Debentures: up to Baht 3,500,000,000 (three billion and five hundred million).
Currency	: The Debentures are denominated in Baht.
Nominal Amount	: Baht 1,000 per unit
Offering Price	: Baht 1,000 per unit
Subscription Period	: 22 July and 25-26 July 2022
Tenor	: Tranche 1 Debentures: 3 (three) years from the Issue Date Tranche 2 Debentures: 4 (four) years from the Issue Date; and Tranche 3 Debentures: 5 (five) years from the Issuer Date
Issue Date	: 27 July 2022

- Maturity Date** : Tranche 1 Debentures: 27 July 2025
Tranche 2 Debentures: 27 July 2026; and
Tranche 3 Debentures: 27 July 2027
- Interest Rate** : Tranche 1 Debentures: 4.50 (four point five zero) percent per annum;
Tranche 2 Debentures: 4.75 (four point seven five) percent per annum; and
Tranche 3 Debentures: 5.00 (five point zero zero) percent per annum
- Default Interest Rate** : Interest Rate plus 2 (two) per cent per annum
- Credit Rating** : The Debentures were assigned a credit rating of 'BBB+' (with stable outlook) according to reports published by TRIS Rating Co., Ltd. on 7 July 2022.

The Issuer will arrange for the credit rating agency as approved by the Office of the Securities and Exchange Commission (the "**Office of the SEC**") to provide a credit rating for the Debentures throughout the tenors of the Debentures.

A credit rating is not a recommendation to buy, sell or hold the Debentures and may be subject to revision, suspension or withdrawal at any time by the credit rating agency.
- Governing Law** : The Debentures are governed by and construed in accordance with the laws of Thailand.
- Registration with the ThaiBMA** : the Issuer shall apply for the registration of the Debentures with ThaiBMA and shall maintain the Debentures as securities registered with ThaiBMA until all the Debentures are fully redeemed.

1.2 Payments under the Debentures

- Interest Calculation** : The amount of interest payable in respect of any Debenture for any Interest Period shall be calculated by multiplying (a) the product of the principal amount outstanding on each unit of the Debentures as at the first day of such Interest Period and the relevant Interest Rate applicable thereto by (b) the number of days in respect of that Interest Period and dividing by 365 (three hundred and sixty-five), and rounding the resulting figure to 6 (six) decimal places (in case the 7th (seventh) decimal place is equivalent to or more than 5 (five), the 6th (sixth) decimal place shall be rounded up one decimal).

In respect of the final Interest Payment Date, the calculation of interest shall be subject to Condition 8.2 of the Conditions.
- Interest Payment** : Interest on the outstanding amount of the principal of the Debentures at the interest rate stated under Condition 2 of the Conditions shall be payable in arrears to each Debentureholder on the Interest Payment Date.
- Interest Payment Date** : Interest on the Debentures shall be payable quarterly on every 27 January, 27 April, 27 July and 27 October of each year throughout the term of the Debentures, with the first Interest Payment Date being 27 October 2022 and the last Interest Payment Date being the

Maturity Date, unless there is an early redemption made by the Issuer.

- Interest Period** :
- (a) with respect to the first Interest Period, the period commencing on, and including, the Issue Date and ending on, but excluding, the first Interest Payment Date; and
 - (b) with respect to any subsequent Interest Period, the period commencing on, and including, the Interest Payment Date of the preceding Interest Period and ending on, but excluding, the next Interest Payment Date of such Interest Period or the Maturity Date, as the case may be.

- Redemption** :
- Unless previously redeemed, purchased or cancelled, each unit of the relevant Debentures shall be redeemed at its outstanding principal amount on the Maturity Date, together with interest accrued thereon up to (but excluding) the Maturity Date.

- Early Redemption** :
- The Issuer may also repurchase of the Debentures from the secondary market by the Issuer as specified in the Conditions.

The Debentureholders are not entitled to request the Issuer to early redeem the Debentures.

- Methods of Payment** :
- Principal Payment:** Principal due on the Maturity Date will be payable by the Issuer through the Registrar to the Debentureholders whose names appear in the Register Book at end of the Record Date or, with respect to persons whose Debentures are deposited with TSD, the persons whose names appear on the list of owners of the Debentures maintained by TSD. Payments of principal on each Debenture will be made to the Debentureholder by means of (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand as informed in the subscription form or in writing by the Debentureholders to the Registrar at least 15 (fifteen) Business Days prior to the relevant payment date or no later than the Closing Date, or (ii) such other method as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar. A Debentureholder is not required to surrender its Debenture Certificate to the Registrar, except where there is any doubt or objection relating thereto, the Registrar or the Issuer may request the Debentureholder for his Debenture Certificate to be inspected and surrendered.

Interest Payment: Interest due on any Interest Payment Date will be payable by the Issuer through the Registrar to the Debentureholders whose names appear in the Register Book at end of the Record Date or, with respect to persons whose Debentures are deposited with TSD, the persons whose names appear on the list of the owners of the Debentures maintained by TSD. Payments of interest on each Debenture will be made to the Debentureholder by means of (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand as informed in the subscription form or in writing by the Debentureholders to the Registrar at least 15 (fifteen) Business

Days prior to the relevant payment date or no later than the Closing Date, or (ii) such other method as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar. A Debentureholder is not required to surrender its Debenture Certificate to the Registrar, except where there is any doubt or objection relating thereto, the Registrar or the Issuer may request any Debentureholder for his Debenture Certificate to be inspected and surrendered.

1.3 Material Terms under the Conditions

**Representation and
Warranties of the Issuer**

: On the Issue Date and for so long as any debt under the Debentures remain outstanding, the Issuer represents and warrants that:

(a) The Issuer:

- (1) is a juristic person duly incorporated and validly existing under the laws of the Lao People's Democratic Republic;
- (2) has power and authority to carry on its business as disclosed in the prospectus for the issuance and offering of the Debentures; and
- (3) has received approvals under applicable laws necessary for the carrying on of its business either domestic or overseas (if any).

(b) The Issuer has power and authority to:

- (1) issue and offer the Debentures and to incur any indebtedness under the Debentures;
- (2) enter into and execute these Conditions, the Debentureholders' Representative Appointment Agreement, the Paying Agent Appointment Agreement, the Registrar Appointment Agreement and other Debentures-related documents, and
- (3) perform its obligations and indebtedness under Condition 6.1 (b)(1) and Condition 6.1 (b)(2).

All authorisations, approvals and consents required for the foregoing have been obtained and the Issuer has taken all necessary actions, required under its business objectives, constitutional documents, resolutions of the meeting of the Issuer's board of directors and the meeting of the shareholders of the Issuer (if necessary) and competent regulatory authority (if any) to authorise its aforementioned actions.

(c) The obligations of the Issuer under these Conditions, the Debentureholders' Representative Appointment Agreement, the Paying Agent Appointment Agreement and the Registrar Appointment Agreement (as the case may be):

- (1) are legal, valid, binding and enforceable obligations of the Issuer;
- (2) do not conflict with or are in breach of any undertaking, covenant, representation or any other agreement binding upon the Issuer,

except to the extent that enforcement thereof may be limited by bankruptcy or other similar laws affecting the enforcement of creditors' rights generally.

- (d) On the Issue Date, these Conditions are lawful and do not conflict with the laws, regulations, rules, standards or any other practices of the regulatory agencies including the ThaiBMA.

**Affirmative Covenants
of the Issuer**

: So long as any debt under the Debentures remain outstanding:

- (a) the Issuer shall (i) use its best effort to carry on and conduct its business in an appropriate and efficient manner, (ii) comply with securities and exchange law and other related law, as well as regulations, rules and order issued under the law, and (iii) comply with all terms and conditions stated under these Conditions.
- (b) the Issuer shall promptly send a written notice to the Debentureholders' Representative if it changes its main business objectives, including the change of type and nature of such main business currently conducted as of the Issue Date, except for the introduction of an additional business objectives or the expansion of the scope of business objectives other than the current main business objectives as of the Issue Date;
- (c) the Issuer shall take all action to maintain the Issuer's substantial assets required for the operation of its main business in a good and working conditions, including to repair, restore or replace those assets in order to ensure the continuation of the business operation; in any event, the Issuer may not maintain any obsolete assets if it considers such action is beneficial to its business operation and will not cause a Material Adverse Effect;
- (d) the Issuer shall (1) procure and maintain adequate permits, certificates, approvals, consents and other benefits that are necessary to conduct its main businesses (collectively the "**Permits**") and (2) comply with all requirements and conditions relating to such Permits and take any action in order to ensure that the Permits are in full force and effect;
- (e) the Issuer shall cause or shall procure that the Registrar cause the Debentureholders and the Debentureholders' Representative to be able to inspect or make copies of the Register Book (which is limited to the information of such requesting Debentureholders only in case the request is made by the Debentureholders) or other evidence relating to the issuance of Debentures during normal business hours of the Registrar upon a request of the Debentureholders and/or the Debentureholders' Representative in accordance with the procedures set out by the Registrar;

- (f) the Issuer shall prepare and maintain proper and correct accounts and financial statements, in each case in accordance with internationally accepted accounting principles;
- (g) the Issuer shall supply the document or information listed below to the Debentureholders' Representative within the timeline specified herein and by ways of communication specified in these Conditions or by electronic mail (e-mail) to the e-mail address of the Debentureholders' Representative indicated in the Debentureholders' Representative Appointment Agreement or otherwise notified in writing by the Debentureholders' Representative to the Issuer. In this regard, the document or information sent by e-mail shall be deemed validly received by the Debentureholders' Representative when a sent confirmation from the Issuer's e-mail is obtained. The Debentureholders' Representative shall cause the documents received from the Issuer for the Debentureholders' inspection at its head office during normal business hours at the expense of the Debentureholders.
 - (1) within the Issue Date, counterparts of these Conditions, except for the amendment to these Conditions which is to be supplied within the same timeline specified in Condition 16.2 of the Conditions;
 - (2) as soon as the same are submitted to the SEC (and in any event within 120 (one-hundred and twenty) days following the end of each of its financial years), copies of the Issuer's audited financial statements for the relevant financial year, and, if applicable, within 30 days from the date the shareholders' meeting certifies amended financial statements, copies of such amended and certified financial statements;
 - (3) on the date the same are supplied or published, copies of documents, reports or other information relating to the operation of the Issuer's business, which the Issuer has supplied to the LSCO and/or the SEC or published to the public;
 - (4) a written notice informing a cancellation of any Debentures upon a buy-back of such Debentures pursuant to Condition 9.2 of the Conditions, on the date the same is supplied to the Registrar pursuant to Condition 9.3 of the Conditions;
 - (5) credit update report of the Debentures issued by the Credit Rating Agency; and
 - (6) a report on the calculation of financial ratio as specified in Condition 6.2 (p) of the Conditions, which shall be delivered within 15 (fifteen) days from the date on which annual Financial Statements of the Issuer is disclosed, provided that such report shall contain details and calculation method with source of numbers as well as reference.

If the financial statements referred to in (2) are made on consolidated basis, the Issuer shall also send such consolidated financial statements to the Debentureholders' Representative.

If the Issuer makes such information listed in the first paragraph to be published in any sources available for the public (e.g. website of the SEC, the LSCO, the ThaiBMA, the Credit Rating Agency or of the Issuer), it shall be deemed validly given by the Issuer to the Debentureholders' Representative on the date such information has been published by such relevant sources.

If the Debentureholders' Representative considers the document or report supplied by the Issuer to be insufficient or ambiguous, or any additional information should be supplied as necessary or as it may materially affect the rights of the Debentureholders, the Debentureholders' Representative may inform in writing to the Issuer, specifying the rationale for requesting additional information or clarification, and the Issuer must supply those requested information according to the request of the Debentureholders' Representative;

- (h) the Issuer shall pay all taxes assessed against its assets before such taxes become overdue and pay or cause to be paid all monies pursuant to any lawful claim of any kind which if unpaid may operate as a preferential right over other indebtedness, unless such taxes or monies are pending a contest in good faith;
- (i) within 30 (thirty) days upon a necessary and reasonable request of the Debentureholders' Representative, the Issuer shall supply to the Debentureholders' Representative a certificate signed by the Issuer's authorised signatory(s) (either an authorised director or an attorney) certifying that:
 - (1) the Issuer has examined its operations and its performance of obligations under these Conditions during the past financial year; and
 - (2) the Issuer has duly complied with its obligations under these Conditions, and from Issue Date or the date of the preceding certificate issued pursuant to this Condition 6.2(i), there is no Event of Default which is continuing or Potential Event of Default and no litigation or arbitration proceedings are pending which, if adversely determined, might have a Material Adverse Effect unless those already disclosed to the Debentureholders' Representative (or if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it (if any));

- (j) the Issuer shall promptly send a written notice signed by authorised director or authorised person to the Debentureholders' Representative and the ThaiBMA upon the occurrence of:
 - (1) any event which incurs damage to the Issuer which might cause the Issuer not to be able to pay all of its indebtedness or perform its obligations under these Conditions;
 - (2) a damage to the Issuer's assets which is material to its operation of business which might have a Material Adverse Effect, or a cessation of all or substantial part of its business;
 - (3) any change to the Issuer's constitutional documents such as the memorandum of association or the article of association, which is evident of Material Adverse Effect.
 - (4) any declaration of moratorium on the payment of debts, or negotiation with one or more creditors of the Issuer for the purpose of debt restructuring in order to grant waiver on the payment of debts, which the Issuer is not able to pay;
 - (5) any event which constitutes an Event of Default or the Potential Event of Default under these Conditions, together with the steps, if any, being taken or propose to take to remedy it;
 - (6) any litigation or arbitration proceedings instituted against the Issuer which, if adversely determined, might have a Material Adverse Effect to the Issuer's ability to perform its obligations under these Conditions.
- (k) the Issuer shall not apply proceeds derived from the issuance of Debentures for any purposes other than as indicated in the prospectus.

Any change to the utilization of proceeds derived from the issuance of Debentures shall be as follows:

- (1) in the case of any change which has no material effect

The Issuer shall obtain approval from its board of directors and disclose the change to the SEC via the SEC's website. In this regard, the change which has no material effect includes:

- (1.1) change to the allocation of amounts between items that have been disclosed in the prospectus;
- (1.2) change to the time period for the utilization of proceeds that has been disclosed in the prospectus;
- (1.3) change of the purpose of utilization of proceeds that has not been disclosed in the prospectus, which falls under any of the following conditions:
 - (1.3.1) utilization of proceeds is related to the business disclosed in the prospectus and the amount of the change does not exceed 30 (thirty) percent of the total amount derived from the issuance of the Debentures;
 - (1.3.2) any cases other than (1.3.1), the amount of the change does not exceed 15 (fifteen) percent of the total amount derived from the issuance of the Debentures.
- (2) in the case of any change which has a material effect

The Issuer shall obtain approval from the Debentureholders' meeting.

- (l) within the next Business Day upon a request of the Debentureholders' Representative, the Issuer shall procure the Registrar to supply with names and addresses of the Debentureholders together with numbers of Debentures held by each Debentureholders according to the information which is available or in possession of the Issuer or the Registrar, obtained from the record in the Register Book at the closing of business hours of the date the Debentureholders' Representative has requested as such unless the Debentureholders' Representative has requested for or agreed to accept the information obtained from other longer point in time;
- (m) if it is necessary to replace the Debentureholders' Representative or the Registrar, the Issuer shall use its best endeavors to procure another person to be appointed as replacement Debentureholders' Representative or replacement Registrar, as the case may be, as soon as reasonably practicable. In case of replacement of the Debentureholders' Representative, the Issuer shall appoint the replacement Debentureholders' Representative within 90 (ninety) days from the date on which there is an event which requires the replacement of the Debentureholders' Representative pursuant to Condition 16.2, and procure that the replaced Debentureholders' Representative or Registrar

(as the case may be) inform all Debentureholders of such replacement, specifying the name and address of the newly appointed Debentureholders' Representative or Registrar (as the case may be);

- (n) the Issuer shall apply for the registration of the Debentures with ThaiBMA and shall maintain the Debentures as securities registered with ThaiBMA until all the Debentures are fully redeemed.
- (o) the Issuer shall arrange for the assignment of a credit rating to itself and/or the Debentures by the Credit Rating Agency and the Issuer will procure that a credit rating by the Credit Rating Agency is assigned to itself and/or the Debentures throughout the term of the Debentures. For the avoidance of doubt, the credit rating for the Debentures is not provided as an investment advice to buy, sell or hold any of the Debentures offered. Such credit rating may be changed or withdrawn at any time by the Credit Rating Agency.
- (p) the Issuer shall maintain the Debt to Equity ratio of not exceeding 3 : 1 (three to one) as at the end of its fiscal year period, which information as appeared in the Financial Statements.

For the purpose of this Condition 6.2 (p) of the Conditions;

"Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement.

"Equity" means the aggregate of total shareholders' equity, long-term loans from related companies and accrued interest expenses as set out in the relevant Financial Statement.

"Financial Statement" means audited financial statements of the Issuer referred to in Condition 6.2(g)(2), which are prepared in accordance with International Accounting Standard.

**Negative Covenants
of the Issuer**

:

So long as any debt under the Debentures remain outstanding:

- (a) the Issuer shall not create, grant or permit to subsist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("**Security**") over any of its existing or future-acquired revenue or assets material to its business undertakings, except for the Security created, granted or permitted to subsist under the following exemptions:

- (1) any Security created, granted or permitted by the Issuer before the Issue Date;
 - (2) any lien arising by operation of law and in the ordinary course of business such as retention of title;
 - (3) any Security created, granted or permitted pursuant to the conditions set as part of the application for or agreement of the concession, permit, consent, approval or any other rights, which are issued, granted or entered into by or with any government entity;
 - (4) any Security created, granted or permitted by the Issuer with prior approval or consent from the Debentureholders' meeting or the Security created, granted or permitted with the Issuer's arrangement for the Debentureholders' rights in such Security to be in the same ranking with other grantees of such Security and to be entitled to repayment from such Security *pari passu* with other grantees of such Security; or
 - (5) any Security created, granted or permitted by the Issuer in the ordinary course of business to secure any obligation other than the Borrowed Money in an aggregate amount not exceeding 500 (five hundred) million baht at any time.
- (b) in the event that a default is made on the payment of any amount of principal or any interest or any other sum in respect of any Debentures, the Issuer shall not make or pay any dividend so long as such default has not been remedied, unless approval is obtained from the Debentureholders' meeting;
- (c) the Issuer shall not sell or dispose of any property or asset whether in whole or in part which is material to the business operation of the Issuer, except for such sales or disposals that do not have Material Adverse Effect or are in the normal course of business of the Issuer; and
- (d) the Issuer shall not enter into any amalgamation, merger, demerger or transfer substantial part or all of its shares or assets for the purpose of amalgamation or merger (collectively the "**Merger**"), except for the Merger, with prior notice to the Debentureholders' Representative before undertaking any action for the Merger, wherein (1) no Event of Default is constituted and continues, and (2) the Issuer is the surviving entity, or the Merger results in the whole business of the Issuer being transferred to another juristic person and the Issuer's obligations under the Debentures continues in full force and effect and binding on such juristic person, and (3) the Merger will not have a Material Adverse Effect.

Events of Default

- :
1. The occurrence of any of the following events shall constitute an event of default (each, an "**Event of Default**") under the Debentures:
 - (a) a failure to pay on the due date any amount payable by the Issuer under these Conditions; unless such failure to pay principal or interest is due to a delay and/or fault in the funds transfer system which is beyond the Issuer's control, and the Issuer can prove to the satisfaction of the Debentureholders' Representative that the Issuer has transferred the amount equivalent to such principal or interest or other sum within the due date but the Debentureholders have not received such payment due to circumstances that the Issuer is not at fault or by force majeure or any other event beyond the control of the Issuer, and the Issuer has arranged for the Debentureholders to receive payment of principal or interest or other sum in full within 7 (seven) Business Days from the relevant due date (as the case may be);
 - (b) the financial covenant in Condition 6.2 (p) of the Conditions is breached;
 - (c) the Issuer fails to perform or comply with any provision under these Conditions other than those set out in paragraph (a) above (except where such default is, in the opinion of the Debentureholders' Representative capable of remedy) and such failure is not remedied within 30 (thirty) Business Days of the earlier of: (i) a notice of such failure being sent to the Issuer by the Debentureholders' Representative or Debentureholder(s) whose individual or aggregate holding amounts to no less than 25 (twenty-five) per cent of the aggregate total outstanding principal amount of all the Debentures;
 - (d) the Issuer fails to pay any indebtedness for Borrowed Money, having an aggregate nominal amount of more than 1,000 (one thousand) million baht (or the equivalent in any other currency or currencies) when it becomes due and payable (following the giving of such notice, if any, as is required under the document governing such indebtedness and as extended by any applicable grace period) or such indebtedness has been declared to be prematurely due and payable due to a default by the Issuer
 - (e) the Issuer is subject to any final court judgments or final arbitral awards rendering it to make payment in an aggregate amount at any time exceeding 1,000 (one thousand) million baht or its equivalent in other currency or currencies, whether on one or several occasions, unless the Issuer can prove to the satisfaction of the Debentureholders' Representative or the Debentureholders' meeting that it is capable of paying such amount in accordance with such final judgments or final arbitral awards, and such payment will not cause a Material Adverse Effect;

- (f) the Issuer becomes bankrupt or insolvent, or is under a receivership order, or a petition is filed for its reorganization under the relevant law, or any lawful order and the Issuer remains in such state, or such petition has not been discharged, stayed or dismissed, within a period of 90 (ninety) days from the date of commencement;
- (g) any expropriation, attachment, sequestration, distress or execution affects any existing, future acquired, or any part or all of the revenue or asset(s) of the Issuer, which could cause a Material Adverse Effect, except for any of such actions which the Issuer is disputing in good faith and is under consideration of a court of competent jurisdiction (for so long as there is no final judgement in relation to the dispute) shall not constitute an Event of Default;
- (h) (1) the Issuer shall cease to carry on the whole or substantially the whole of its business whether temporarily or permanently, which might have a Material Adverse Effect; or (2) effective order or resolution is issued or passed (as the case may be) for its winding-up or dissolution, or (3) the Issuer makes a public announcement of its intention to go into dissolution, or (4) the Issuer is in liquidation process; however, no Event of Default is constituted if (i) the cessation of the Issuer's business is a result of the Issuer's reorganisation, or the merger and the amalgamation whose conditions expressly provide that all obligations of the Issuers under the Debentures shall be transferred to the remaining entity, and (ii) the Debentureholders' Representative, under its own discretion based on the fact then known to it, considers that such cessation of business may not affect the right of the Debentureholders to be paid under the Debentures;
- (i) one or several material obligations or the performance of its obligations as provided in these Conditions is not legally binding,
- (j) the Issuer makes any declaration of moratorium on the payment of debts or negotiation with one or more creditors of the Issuer for the purpose of debt restructuring or the waiver on the payment of debts, which the Issuer is not able to pay, including postponing or changing the repayment schedule, any adjustments in relation to its debt of any type, (or in relation to a part of its debts which the Issuer may not be able to pay when it is due), or the Issuer proposes or makes an agreement, transfer of rights, or compromise agreement for the benefit of the creditors in relation to any debts of the Issuer, which the Issuer may not be able to pay when it is due.

2. If any Event of Default occurs, the Debentureholders' Representative may use its sole discretion as it deems appropriate requesting the Issuer to make payment under the Debentures or institute legal proceedings against the Issuer, or the Debentureholders' Representative may call a Debentureholders' meeting within 45 (forty five) days from the date it has become aware of an Event of Default to request a resolution to enforce payments under the Debentures from the Issuer or institute legal proceedings against the Issuer.

If any damage occurs, the Debentureholders' Representative will make a claim for such damages on behalf of all Debentureholders within 90 (ninety) days from the date such right may be exercised.

In this regard, the Debentureholders' Representative must send a demand notice ("**Notice of Demand**") to the Issuer within 45 (forty five) days from the date it is aware of an Event of Default or the date of the resolution of the Debentureholders' meeting.

3. Without prejudice to Condition 12.2 of the Conditions, if
 - (a) there is an occurrence of an event in Condition 12.1(f) of the Conditions, Condition 12.1(h)(2), 12.1(h)(3) or 12.1(h)(4), or Condition 12.1(i) of the Conditions;
 - (b) there is an occurrence of an Event of Default other than those specified in Condition 12.3(a) of the Conditions, which
 - (1) the Debentureholders' Representative, within its discretion, deems appropriate within 15 (fifteen) days after it becomes aware of an Event of Default, unless the Debentureholders' Representative has sent a notice calling the Debentureholders' meeting according to Condition 12.3(b)(3) of the Conditions within 15 (fifteen) days from the date it becomes aware of an Event of Default; or
 - (2) the Debentureholders' Representative has received a notice in writing from one or more Debentureholder(s) together holding not less than 50 (fifty) percent of the total outstanding principal amount of the Debentures; or
 - (3) the Debentureholders' Representative has received a resolution of the Debentureholders' meeting, whereby the Debentureholders' Representative must call the Debentureholders' meeting within 45 (forty-five) days from the date it becomes aware of an Event of Default.

the Debentureholders' Representative shall deliver a notice to the Issuer to demand all payment under the Debentures,

which is yet to be immediately due and payable, and specifying an Event of Default that has occurred ("**Acceleration Notice**") within 5 (five) Business Days from the date it has become aware of an Event of Default specified in Condition 12.3(a) or from the end of the discretion period specified in Condition 12.3(b)(1) of the Conditions or from the date of receipt of notice specified in Condition 12.3(b)(2) of the Conditions or from the date of the Debentureholders' meeting specified in Condition 12.3(b)(3) of the Conditions, as the case may be.

If an Event of Default is continuing until the date the Acceleration Notice has been delivered or deemed delivered to the Issuer, all payment under the Debentures which was yet to be immediately due and payable are deemed immediately due and payable. The Issuer shall pay the principal amount together with all accrued interest under these Conditions to the Debentureholders within the time specified by the Debentureholders' Representative in the Acceleration Notice to the Issuer to make such payment. In the case where the Issuer defaults in payment of any amount to any Debentureholder, if not evidenced apparently otherwise or proved clearly to the contrary, it shall be presumed that such default in payment have occurred to all Debentures.

4. Once the Debentureholders' Representative has delivered the Notice of Demand in Condition 12.2 of the Conditions or the Acceleration Notice in Condition 12.3 of the Conditions,
 - (a) the Debentureholders' Representative must take action to cause the Issuer to pay all debts that remain outstanding and unpaid under the Debentures as soon as practicable, including taking any legal proceedings against the Issuer to the extent permitted by law; and
 - (b) each Debentureholder will be entitled to institute legal proceedings against the Issuer directly to enforce its rights under the Debentures only if debts under the Debentures remain unpaid to it after the expiration of the Acceleration Notice given by the Debentureholders' Representative under Condition 12.3 of the Conditions, and, at the time the Debentureholder institutes such legal proceeding, the Debentureholders' Representative has not yet institute legal proceedings against the Issuer to enforce repayment thereof by the Issuer.

Powers, Duties and Responsibilities of the Debentureholders' Representative

- : 1. The Debentureholders' Representative shall act in good faith and shall be bound to exercise the degree of care usually required from a person performing the business of the Debentureholders' Representative. The Debentureholders' Representative shall not be responsible to the Debentureholders for any damages arising from the performance or non-performance of its obligations, except those arising from willful misconduct,

gross negligence and/or bad faith in the performance of its obligations as provided in these Conditions, in the Debentureholders' Representative Appointment Agreement or in any applicable law. Without prejudice to the immediately preceding sentence, the Debentureholders' Representative shall not be responsible for any loss or damage arising from actions taken in accordance with the resolution of the Debentureholders' meeting.

2. The Debentureholders' Representative shall duly perform and comply with its powers and duties which are prescribed by the relevant laws and the SEC regulations as powers and duties of a representative of Debentureholders appointed by virtue of the SEC's notification and as specified in the Debentureholders' Representative Appointment Agreement, including those powers and duties under these Conditions. The Debentureholders' Representative's powers, duties and responsibilities include (but are not limited to) the following:
 - (a) to act in accordance with these Conditions and the Debentureholders' Representative Appointment Agreement and in the case where the Debentureholders' Representative has the right to exercise its discretion to act under these Conditions, the Debentureholders' Representative may at liberty use its discretion by upholding the interest of the Debentureholders as the main objective;
 - (b) to enter into an agreement with the Issuer in respect of the following matters without having to first obtain consent from a meeting of the Debentureholders:
 - (i) amending or modifying these Conditions and/or any agreement relating to the Debentures in any respect that the Debentureholders' Representative deems to be beneficial to the Debentureholders or in a manner that would not prejudice the Debentureholder's rights;
 - (ii) amending or modifying these Conditions and/or any agreement relating to the Debentures in order to correct any manifest errors or to ensure they are in line with the relevant law and regulations; and
 - (iii) providing a waiver or exemption in respect of any event specified in Condition 12.1 of the Conditions at any time, the occurrence of which would otherwise require the Debentureholders' Representative to proceed in accordance with

Condition 12.2, Condition 12.3 and/or Condition 12.4 of the Conditions if the Debentureholders' Representative considers that such waiver or exemption is appropriate, taking into account the interest of the Debentureholders as its main concern;

- (c) to receive and keep in custody the original documents and assets including security (if any) which the Debentureholders' Representative must receive or hold for the benefit of all Debentureholders in connection with the performance of its duties under these Conditions and the Debentures;
- (d) to convene meetings of Debentureholders as required under these Conditions and to attend all meetings of the Debentureholders and to give its opinions to the meetings on suitable courses of action in cases where the Issuer fails to comply with these Conditions or in other cases which are or might be prejudicial to the interests of the Debentureholders;
- (e) to consider any information, documents, reports received, specifying whether the Issuer is in non-compliance with these Conditions or there is an Event of Default, as well as to monitor the Issuer's and compliance with, and performance of, its obligations under these Conditions and promptly notify the Debentureholders if an Event of Default has occurred, discovered, informed or notified by the Issuer. Also, to promptly make a report to the Debentureholders on important matters which have been carried out pursuant to the powers and duties of the Debentureholders' Representative;
- (f) to promptly make a report to the Debentureholders on important matters which have been carried out pursuant to the powers and duties of the Debentureholders' Representative;
- (g) to facilitate the inspection by the Debentureholders, at the principal office of the Debentureholders' Representative during its normal office hours, of copies of the Financial Statements, these Conditions, the Debentureholders' Representative Appointment Agreement, the Registrar Appointment Agreement, the Paying Agent Appointment Agreement and other reports provided by the Issuer to the Debentureholders' Representative; and
- (h) in the event that the Debentureholders' Representative is for any reason disqualified from acting in its capacity as Debentureholders' Representative, and such disqualification is not cured within 60 (sixty) days from the date being so disqualified, to immediately inform the Issuer in writing of such disqualification upon the expiration of that period, in order for the Issuer to nominate a person to be

appointed as the Debentureholders' Representative, and convene a Debentureholders' meeting pursuant to Condition 13.1(b)(iii) of the Conditions without delay.

3. The Debentureholders' Representative shall perform its duties and obligations in good faith for the interest and benefit of the Debentureholders as could be expected from a professional entity acting as a debentureholders' representative in accordance with these Conditions, the Debentureholders' Representative Appointment Agreement and all applicable laws. The Debentureholders' Representative shall not be liable to any person for damages arising from its acts in reliance upon affidavits issued by authorized directors of the Issuer, or opinions, recommendations or information supplied by experts given specifically to the Debentureholders' Representative, if the Debentureholders' Representative acts in good faith with such level of duty and care as can be expected from a professional entity acting as a debentureholders' representative even if it appears later that such recommendation, opinion, advice or information is faulty or false.
4. Any material amendment or modification of the Debentureholders' Representative Appointment Agreement which may adversely affect any interest and benefit of the Debentureholders must be approved in advance by a meeting of the Debentureholders.
5. The Debentureholders' Representative has the right to require the Issuer to compensate any expenses incurred by the Debentureholders' Representative for its performance under these Conditions or has the right to demand the Issuer to comply with these Conditions for the benefits of the Debentureholders, including the expenses in relation to legal proceedings and hiring consultants and experts.

Amendment to the Conditions

- :
1. Except as specified in Conditions 3.6(b), Conditions 14.2(b)(i) and 14.2(b)(ii) of the Conditions, any amendment to these Conditions requires the approval of the Issuer and the Debentureholders' meeting in accordance with Annex B to these Conditions.
 2. The Issuer shall deliver the amended Conditions to the Registrar and the Debentureholders' Representative and shall deliver, or cause the Registrar or the Debentureholders' Representative to deliver copies of such amended Conditions and other relating document(s) (if any) to the SEC and ThaiBMA within 15 (fifteen) days from the effective date of such amendment and to the Debentureholders upon written request.

Governing Law

: The laws of Thailand

1.4 Material terms of Debentureholders' Representative Appointment Agreement

Name of the Agreement	:	Debentureholders' Representative Appointment Agreement (the " DHR Agreement ")
Parties to the Agreement	:	Xayaburi Power Company Limited as the Issuer; and Bank of Ayudhaya Public Company Limited as the Debentureholders' Representative
Effective Date	:	The Issue Date of the Debentures
Objectives	:	The Issuer agrees to appoint the Debentureholders' Representative to act as the debentureholders' representative in relation to the Debentures and the Debentureholders' Representative agrees to accept such appointment in accordance with the Conditions, the terms and conditions of the DHR Agreement and all applicable laws and regulations.
Remuneration	:	<p>The Issuer shall pay to the Debentureholders' Representative an annual fee for acting as the Debentureholders' Representative in the amount specified in the DHR Agreement. The Debentureholders' Representative Fee shall be payable in advance on a yearly basis after receipt of a written invoice from the Debentureholders' Representative. For the avoidance of doubt, no payment by the Issuer to the Debentureholders' Representative shall be due on the Maturity Date.</p> <p>The Debentureholders' Representative may incur Expense in order to perform its duties in accordance with this Agreement, the Conditions, or applicable law, and the Issuer agrees to refund the expense (including the applicable taxes) to the Debentureholders' Representative within 15 (fifteen) days upon the receipt of notice thereof and relevant supporting documents (if any) relating to such Expenses.</p> <p>In the case that the Debentureholders' Representative is replaced during the term of the Debentures, the Issuer agrees to pay the remuneration to the Debentureholders' Representative for actual period of service until the date that such service ends, provided that the Debentureholders' Representative has promptly delivered all assets, documents or evidences held by it in relation to its appointment to the successor debentureholders' representative.</p>
Termination events	:	<p>The Issuer and the Debentureholders' Representative agree to terminate this Agreement if and when any of the following events occurs:</p> <ul style="list-style-type: none"> (a) The debt under the Debentures have been paid in full and the Debentureholders' Representative has fully performed its duties as specified in the Conditions and this Agreement. (b) The Debentureholders' Representative gives written notice of its resignation as the Debentureholders' Representative 60 (sixty) days in advance to the Issuer.

- (c) The Issuer gives written notice of termination of the Debentureholders' Representative Appointment Agreement 60 (sixty) days in advance to the Debentureholders' Representative.
- (d) Subject to the Conditions, the Debentureholders' Representative Appointment Agreement shall be terminated if the Debentureholders' meeting duly resolve to replace or revoke the appointment of the Debentureholders' Representative.

Any termination of the appointment of the Debentureholders' Representative under (b), (c) or (d) above)as the case may be (will not be effective until a successor debentureholders' representative is appointed .The Debentureholders' Representative may assist the Issuer in such appointment by nominating a successor debentureholders' representative. Subject to the Conditions, if a successor debentureholders 'representative nominated by the Debentureholders' Representative has not been selected by the Issuer within 2)two (months from the date of termination notice, it shall be deemed that the last debentureholders 'representative nominated by the Debentureholders' Representative is nominated by the Issuer for the purpose of the procedure for the change of debentureholders ' representative as provided in the Conditions.

Governing Law : The laws of Thailand

1.5 Rating Symbols and Definitions

TRIS Rating Co., Ltd. ("TRIS Rating") uses nine letter rating symbols indicating the issuer rating and the issue rating with the medium to long term tenor which is mostly more than one year. The ratings range from AAA, the highest rating, to D, the lowest rating.

The definitions are:

- AAA** : The highest rating indicates a company or a debt instrument with smallest degree of credit risk. The company has an extremely strong capacity to pay interest and repay principal on time, and is unlikely to be affected by adverse changes in business, economic or other external conditions.
- AA** : The rating indicates a company or a debt instrument with a very low degree of credit risk. The company has very strong capacity to pay interest and repay principal on time, but is somewhat more susceptible to the adverse changes in business, economic, or other external conditions than AAA rating.
- A** : The rating indicates a company or a debt instrument with a low credit risk. The company has a strong capacity to pay interest and repay principal on time, but is more susceptible to adverse changes in business, economic or other external conditions than higher-rated categories.
- BBB** : The rating indicates a company or a debt instrument with moderate credit risk. The company has an adequate capacity to pay interest and repay principal on time, but is more vulnerable to adverse changes in business, economic or other external conditions and is more likely to have a weakened capacity to pay interest and repay principal than higher-rated categories.

- BB* : The rating indicates a company or a debt instrument with a high credit risk. The company has a less than moderate capacity to pay interest and repay principal on time, and can be significantly affected by adverse changes in business, economic or other external conditions, leading to an inadequate capacity to pay interest and repay principal.
- B* : The rating indicates a company or a debt instrument with a very high credit risk. The company has a low capacity to pay interest and repay principal on time. Adverse changes in business, economic or other external conditions could lead to inability or unwillingness to pay interest and repay principal.
- C* : The rating indicates a company or a debt instrument with the highest risk of default. The company has a significant inability to pay interest and repay principal on time, and is dependent upon favourable business, economic or other external conditions to meet its obligations.
- SD* : The rating indicates a company with some specific debt obligations in default, but the company continues to service its other debt obligations.
- D* : The rating indicates a company with most or all of its debt obligations in default, or a debt instrument for which payment is in default. The “D” rating category is used when payments on an obligation are not made on the date due, unless TRIS Rating believes that such payments will be made within the agreed grace period. The “D” rating also will be used upon the filing of a bankruptcy petition or the taking of similar action where default on an obligation is a virtual certainty.

Remarks The ratings from AA to B may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within a rating category.

All ratings assigned by TRIS Rating reflect the Thai issuers’ ability to service their debt obligations, excluding the risk of convertibility of the Thai baht payments into foreign currencies.

TRIS Rating also assigns a “**Rating Outlook**” that reflects the potential direction of a credit rating over the medium to long term. In formulating the outlook, TRIS Rating will consider the prospects for the rated company’s industry, as well as business conditions that might have an impact on its fundamental creditworthiness. The rating outlook will be announced in conjunction with the credit rating. In most cases, the outlook of each debt obligation is equal to the outlook assigned to the issuer or the obligor. The categories for “Rating Outlook” are as follows:

Positive The rating may be raised.

Stable The rating is not likely to change.

Negative The rating may be lowered.

Developing The rating may be raised, lowered or remain unchanged.

TRIS Rating may announce a “**CreditAlert**” as a part of its monitoring process of a publicly announced credit rating when there is a significant event that TRIS Rating considers to potentially exerting a substantial impact on business or financial profiles of the rated entity. Due to an insufficient data or incomplete developments of the event, such as merger, new investment, capital restructuring, and etc., current credit rating remains unchanged. The announcement aims to forewarn investors to take a more cautious stance in investment decision against debt instruments of the rated entity. CreditAlert report consists of a “Rationale” indicating warning reasons, a “CreditAlert Designation”, and a current credit rating. Rating Outlook is withheld in the announcement.

CreditAlert Designation illustrates a short-term indicative of the impacts on the credit rating in one of the three directions (1) Positive (2) Negative and (3) Developing.

If significant events have taken place that affect its current rating and there are sufficient data to revise the current rating, or the company issues a new debt instrument, or the current rating is cancelled, the "**CreditUpdate**" will be announced as "Upgraded", "Downgraded", "Affirmed", or "Cancelled".

Source : TRIS Rating Co., Ltd.

1.6 Coupon Setting Methodology

(1) Tranche 1 Debentures

The interest rate of Tranche 1 Debentures derives from the yield of government bonds with 3 (three) years tenor, as published by ThaiBMA as of 18 July 2022 which is 1.99 (one point nine nine) percent per annum and adjusted with the credit spread, the value of the offering, the yield of comparable products with similar characteristics in the primary and the secondary markets, the result of the book building, the liquidity of the market and the current general market conditions. As a result of such adjustments, the additional of 2.51 (two point five one) percent per annum is added to the yield of the mentioned government bonds, which results in 4.50 (four point five zero) as interest rate for Tranche 1 Debentures.

(2) Tranche 2 Debentures

The interest rate of Tranche 2 Debentures derives from the yield of government bonds with 4 (four) years tenor, as published by ThaiBMA as of 18 July 2022 which is 2.15 (two point one five) percent per annum and adjusted with the credit spread, the value of the offering, the yield of comparable products with similar characteristics in the primary and the secondary markets, the result of the book building, the liquidity of the market and the current general market conditions. As a result of such adjustments, the additional of 2.60 (two point six zero) percent per annum is added to the yield of the mentioned government bonds, which results in 4.75 (four point seven five) as interest rate for Tranche 2 Debentures.

(3) Tranche 3 Debentures

The interest rate of Tranche 3 Debentures derives from the yield of government bonds with 5 (five) years tenor, as published by ThaiBMA as of 18 July 2022 which is 2.33 (two point three three) percent per annum and adjusted with the credit spread, the value of the offering, the yield of comparable products with similar characteristics in the primary and the secondary markets, the result of the book building, the liquidity of the market and the current general market conditions. As a result of such adjustments, the additional of 2.67 (two point six seven) percent per annum is added to the yield of the mentioned government bonds, which results in 5.00 (five point zero zero) as interest rate for Tranche 3 Debentures.

1.7 Paying Agent

The Issuer has appointed Bank of Ayudhya Public Company Limited as its paying agent to perform the function of a paying agent under the Paying Agent Appointment Agreement

- (1) calculate the amount of interest and principal to be paid to the Debentureholders
- (2) issue and deliver cheque to the Debentureholders, or transfer funds into the Debentureholders' account, for the payment of the interest, the principal or any other amount to be paid under the Debentures
- (3) calculate the interest and withholding tax
- (4) prepare relevant forms to be attached to the P.N.D. form as required by the Revenue Department of Thailand
- (5) prepare and send the certificate of withholding tax and details of the withholding for the Debentureholders.
- (6) perform any act necessary or relevant in the capacity of the paying agent as specified in the Conditions and/or relevant laws and/or as customary to the general paying agent; and

- (7) perform other acts as agreed between the Issuer and the Paying Agent from time to time

Contact details of the Paying Agent

Bank of Ayudhya Public Company Limited
1222 Rama III Road, Bang Phongphang, Yannawa, Bangkok 10120
Tel. 0-2296-3582

2. Selling Restriction and Transfer Restriction

2.1 Selling Restriction

Each of the Joint Lead Arrangers and the Issuer has represented and agreed that: (i) it has not offered or sold and will not offer or sell the Debentures to any person in any jurisdiction other than in Thailand to Qualified Investors (as defined in Clause 2.2 below), whether directly or indirectly, or to others for re-offering or resale, directly or indirectly, in any jurisdiction other than in Thailand to Qualified Investors; and (ii) it has not circulated or distributed and will not circulate or distribute, whether directly or indirectly, to any person in any jurisdiction other than in Thailand to Qualified Investors, the draft or final Prospectus or any other documents or material in connection with the offer or sale, or invitation for subscription or purchase of the Debentures.

2.2 Transfer Restriction

The Issuer has registered a transfer restriction of the Debentures with the Office of the Securities and Exchange Commission and the Issuer is bound by such transfer restriction to procure that no Debenture will be transferred to any person other than the "**Institutional Investors**" and/or "**High-Net Worth Investors**," respectively, as defined in the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: *Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments*, dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced (the "**Notification No. KorChor. 5/2552**"). As a result, the Issuer and/or the Registrar will not accept or register any transfer of the Debentures to any person who is not qualified as such Institutional Investor and/or High-Net Worth Investors referred to above (collectively the "**Qualified Investors**"), unless such transfer is made by way of inheritance.

The transfer restriction of the Debentures has also been endorsed and acknowledged by the Lao Securities Commission Office, in accordance with the Decision on Offering of Debenture for Sale in Foreign Country issued by the Lao Securities Commission, dated 10 June 2021, as may from time to time be amended, modified, supplemented or replaced, that no Debenture will be transferred to any person other than the Qualified Investors.

3. Subscription and Allocation

3.1 Offering Method

The offering of the Debentures is made through the Joint Lead Arrangers in accordance with the Notification of the Capital Market Supervisory Board No. TorChor. 63/2561 Re: *Rules on approval for foreign businesses to offer for sale of newly-issued, Baht-denominated debt instruments* dated 5 October 2018, as may from time to time be amended, modified, supplemented or replaced.

The Debentures will only be offered and allocated in Thailand to "**Institutional Investors**" and/or "**High Net Worth Investors**," as respectively defined in the Notification No. KorChor. 5/2552.

- (a) The types of the Institutional Investors referred to above are as follows:
- (1) Bank of Thailand;
 - (2) commercial banks;
 - (3) banks established under specific law;
 - (4) finance companies;
 - (5) credit foncier companies;
 - (6) securities companies;
 - (7) non-life insurance companies;
 - (8) life insurance companies;
 - (9) mutual funds;
 - (10) private funds managed by securities companies for investment of investors under (1) to (9) or (11) to (25), Ultra High Net Worth Investors (as defined under the Notification of the Securities and Exchange Commission No. KorChor. 4/2560 Re: *Determination of Definitions "Institutional Investors", "High Net Worth Investors" and "Ultra High Net Worth Investors"*, dated 8 February 2017, as may from time to time be amended, modified, supplemented or replaced) or High Net Worth Investors;
 - (11) provident funds;
 - (12) Government Pension Fund;
 - (13) Social Security Fund;
 - (14) National Savings Fund;
 - (15) Financial Institutions Development Fund;
 - (16) derivatives business operators under the law on derivatives;
 - (17) - *Removed* - (pursuant to the the Notification of the Securities and Exchange Commission No. KorChor. 4/2562 re: Determination of Definitions of Institutional Investors, Ultra High Net-Worth Investors, and High Net-Worth Investors (No. 2) dated 4 April 2019)
 - (18) international financial institutions;
 - (19) Deposit Protection Agency;
 - (20) Stock Exchange of Thailand;
 - (21) juristic persons in the category of statutory corporation;
 - (22) juristic persons whose shares are held by persons under (1) to (21) in an aggregate amount exceeding seventy five per cent of the total number of shares with voting rights;
 - (23) foreign investors having similar characteristics to investors under (1) to (22);
 - (24) fund managers or derivatives fund managers under the Notification of the Capital Market Supervisory Board on Personnel in the Capital Market Business; and
 - (25) any other investors as specified by the Office of the SEC.

- (b) The types of the High Net Worth Investors referred to above are as follows:
- (1) a juristic person having any of the following characteristics:
 - (A) having shareholder equity as appeared in its latest audited financial statements of Baht 100 million or more; or
 - (B) having direct investment in securities or derivatives of Baht 20 million or more, or if including its cash deposit, having aggregate of such amount of Baht 40 million or more as appeared in its latest audited financial statements;
 - (2) an individual when combining with spouse having any of the following characteristics:
 - (A) having net asset value of Baht 50 million or more, excluding value of property which is a permanent residence of such individual;
 - (B) having annual income of Baht 4 million or more; or
 - (C) having direct investment in securities or derivatives of Baht 10 million or more, or if including his or her cash deposit, having aggregate of such amount of Baht 20 million or more.

In the case of high-net-worth investors who wishes to subscribe for such debentures with Kiatnakin Phatra Securities Public Company Limited ("KKPS"). KKPS reserves the right to accept the subscription and allocate such debentures only to High Net Worth investors who are KKPS Clients And/Or Companies in The Kiatnakin Phatra Financial Group Clients (as defined below)

"KKPS Clients And/Or Companies in The Kiatnakin Phatra Financial Group Clients" means

(a) KKPS's client who have a securities/derivatives trading account with KKPS or any individual who will be considered as KKPS's client.

(b) Kiatnakin Phatra Financial Group clients or any individual who will be considered as Kiatnakin Phatra Financial Group clients.

In case of High Net Worth investor who wishes to subscribe for the debentures through SCB, such High Net Worth investor must be SCB Private Banking or SCB First client or may be considered as such by SCB, or the person who SCB considers to be High Net Worth investors in accordance with the Notification No. KorChor. 5/2552.

3.2 Joint Lead Arrangers

BANGKOK BANK PUBLIC COMPANY LIMITED ("BBL")

333 Silom Road

Bangrak, Bangkok 10500

Telephone: +66 2230-2328, +66 2626-3646, +66 2626-3592 (for Institutional Investors)
+66 2645-5555, 1333 (for High Net Worth investors)

KIATNAKIN PHATRA SECURITIES PUBLIC COMPANY LIMITED ("KKPS")

MuangThai-Phatra Office Tower 1

252/6 Ratchadapisek Road

Huaykwang, Bangkok 10310

Telephone: +66 2305 9000

Including **Kiatnakin Phatra Bank Public Company Limited ("KKPB")**

as a sale unit of KKPS

209 KKP Tower, Sukhumvit 21 Rd. (Asoke), Klong Toey Nuea, Wattana,
Bangkok 10110

Telephone: 0-2165-5555

KRUNG THAI BANK PUBLIC COMPANY LIMITED ("KTB")

8th Floor, Building 1, (Nana Nua)

35 Sukhumvit Road,

Klong Toey Nua, Wattana

Bangkok 10110

Telephone: +66 2208 4845-4849 (for Institutional Investors)

+66 2208 3072-3075 (for High Net Worth investors)

KRUNGTHAI XSPRING SECURITIES COMPANY LIMITED ("KTX")

16th Floor, Liberty Square Building,

287 Silom Road, Bangrak, Bangkok, Thailand 10500

Telephone: +66 2695 5000

THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED ("SCB")

9 Rutchadapisek Road

Chatuchak, Chatuchak

Bangkok 10900

Telephone: +66 2544 5740 (for Institutional Investors)

+66 2777 6784 (for High Net Worth investors)

3.3 Conditions and remuneration with respect to the Arrangement of the Debentures Offering

Conditions with respect to the Arrangement of the Debentures Offering

The Issuer has appointed the Joint Lead Arrangers whose names and addresses are as specified in Clause 3.2 above as joint lead arrangers to the Debenture transaction. In respect of the arrangement for the offering and sale of the Debentures, the Joint Lead Arrangers agrees to manage, arrange and procure subscriptions by Qualified Investors in accordance with and subject to the terms and conditions specified in a placement agreement entered into between the Issuer and the Joint Lead Arrangers.

The Issuer agrees to remunerate the Joint Lead Arrangers in the aggregate amount not exceeding THB 50,000,000 (fifty million), which is based on an assumption that all Debentures intended to be offered are sold.

3.4 Estimate Amount of Debenture Proceeds to be Received by the Issuer and Expenses Incurred in connection with the Debenture Offering

(a) Estimate amount of the Debenture proceeds to be received by the Issuer

The estimated amount of net proceeds to be received by the Issuer from the sale of the Debentures will be THB 10,000,000,000 (ten thousand million).

(b) Estimate amounts of fees and expenses incurred in connection with the Debenture offering (exclusive of VAT):

- | | |
|--|----------------|
| • ThaiBMA registration fee (not exceeding) | THB 1,600,000 |
| • Other expenses* | THB 52,696,000 |

Total estimated expenses	THB 53,756,000
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** Other expenses include the approximate fees payable to the relevant third parties, e.g. the Debentureholders' Representative, the Registrar, the Joint Lead Arranger, legal advisors and credit rating agencies, costs of printing the prospectuses, subscription forms and other documents and publication costs, roadshow expenses and application fee for registering of the Debentures with the ThaiBMA.*

3.5 Obtaining of the Prospectuses, Subscription Forms and Subscription Period

- (a) Any prospective subscriber may obtain the prospectuses and subscription forms at the office of the Joint Lead Arrangers (as specified in Clause 3.2) during business hours and days of the Joint Lead Arrangers from 22 July and 25-26 July 2022.

The subscription period of the Debentures is 22 July and 25-26 July 2022 (the "**Subscription Period**"), during business hours/days of the office of the Joint Lead Arrangers as specified in Clause 3.2 above. During the Subscription Period, subscribers may subscribe for the Debentures in accordance with procedures, details and conditions specified in Clause 3.6. In this regard, prospective subscribers may download the Prospectus, which contains the same information with the Prospectus filed with the Office of the SEC from the Office of the SEC's website, www.sec.or.th, in order to review the details of the offering of the Debentures before making any subscription.

3.6 Date and Methods for Subscription and Settlement

- (a) Each subscriber shall duly, completely and clearly fill in and sign the subscription form and affix the company seal (if any) thereto.
- (b) Each subscriber may submit the completed subscription form to the Joint Lead Arrangers at its office specified in Clause 3.2 or its other offices providing subscription service during the business hours/days of the Joint Lead Arrangers during the Subscription Period.
- (c) In subscribing for the Debentures,
- (1) a subscriber who is qualified as an Institutional Investor is required to subscribe for a minimum of 100 (one hundred) units of Debentures or THB 100,000 (one hundred thousand baht) in value and, if more, in a multiple of 10 (ten) units of Debentures or THB 10,000 (ten thousand baht) in value;
 - (2) a subscriber who is qualified as a High Net Worth Investor is required to subscribe for a minimum of 100 (one hundred) units of Debentures or THB 100,000 (one hundred thousand baht) in value and, if more, in a multiple of 100 (one hundred) units of Debentures or THB 100,000 (one hundred thousand baht) in value;
- (d) Unless the subscription is made via any method in (e)-(f) (as applicable) below, subscription payments for the Debentures shall be made by subscribers on the date of subscription in full in a single payment in the form of:
- (1) cheque, cashier's cheque, or bank draft which can be settled at any clearing house in Bangkok Metropolis, and subscription payment shall be made simultaneously at the time of subscription. Such cheque, cashier's cheque or bank draft must be dated no later than: (i) in the case of payment by an Institutional Investor, the Issue Date of the Debentures; and (ii) in the case of payment by a High Net Worth Investor, 22 July, or 25 July 2022 (before the end of the cheque clearing period of each place of subscription), crossed "A/C Payee Only" and made payable to the following accounts namely:

In case of subscriptions through KKPS:

"Kiatnakin Phatra Securities Pcl. for Clients for Securities Subscription"

In case of subscriptions through:
Bangkok Bank Public Company Limited; and
The Siam Commercial Bank Public Company Limited

"Subscription Account for Debentures of Xayaburi Power Company Limited No.1/2022"

In case of subscription through Krung Thai Bank Public Company Limited

"Subscription Account for Xayaburi Power Company Limited No.1/2022"

In case subscription through Krungthai XSpring Securities Company Limited

"Krungthai XSpring Securities CO., LTD. for Securities Subscription"

- (2) cash payment (except for the subscription through KKPS or KTX) or wire transfer or payment through BAHTNET SYSTEM, or Automatic Transfer System ("ATS") (only for subscriptions through KKPS or KTX, (i) in the case of payment by an Institutional Investor, by no later than 10.00 a.m. on the Issue Date of the Debentures; and (ii) in the case of payment by a High Net Worth Investor, by no later than 26 June 2022, provided that only the Institutional Investors (and not the High Net Worth Investors) can make the payment via BAHTNET SYSTEM; and the payment by way of wire transfer must be made from and to accounts opened with the same bank. The payment by wire transfer or via BAHTNET SYSTEM must be transferred to the following accounts:

In case of subscriptions through KKPS:

Bank Name: Kasikorn Bank Pcl. (Ratchadaphisek-Huay Kwang Branch)

Account Number: 089-1121-504

Account Name: "Kiatnakin Phatra Securities Pcl. for Clients for Securities Subscription"

Bank Name: Kiatnakin Phatra Bank Pcl. (Asoke Branch)

Account Number: 100-000-4391

Account Name: "Kiatnakin Phatra Securities Pcl. for Clients for Securities Subscription"

A subscriber who subscribes through KKPS or KTX and wishes to make payment for the subscription amount by ATS must have securities or derivatives trading account with KKPS or KTX. Details of such payment method as well as date and time of subscription shall be as prescribed by KKPS or KTX.

In case of subscriptions through:
Bangkok Bank Public Company Limited; and
The Siam Commercial Bank Public Company Limited

"Subscription Account for Debentures of Xayaburi Power Company Limited No.1/2022"

In case of subscription through Krung Thai Bank Public Company Limited

"Subscription Account for Xayaburi Power Company Limited No.1/2022"

In case of subscriptions through KTX:

"Krungthai XSpring Securities CO., LTD. for Securities Subscription"

Bank	Branches	Account Type	Account Number
Krung Thai Bank	Nana Nua	Current	000-6-15058-6
Siam Commercial Bank	CP Tower Building (Silom Road)	Current	468-0-55625-5
KASIKORNBANK	Silom	Current	001-1-36245-1
Bangkok Bank	Head Office	Current	101-3-46129-6

(e) Online Subscription

(1) Subscription via the Bualuang mBanking online system of BBL (for investors who are natural persons only only)

The conditions and procedures for the subscription via this online system will be in accordance with the terms that are prescribed by BBL and applicable to subscribers who wish to make subscription via its Bualuang mBanking system. These terms and conditions will be at the discretion of BBL.

Investors who are not vulnerable customers of BBL and who wish to subscribe the Debentures via its online system must have an account at BBL, and apply for the Bualuang mBanking service. Investors must pass the Know Your Customer and Customer Due Diligence (KYC/CDD) process, and a suitability test according to the procedures specified by BBL before making subscription. If the result of a suitability test indicates that the subscriber is not suitable for subscribing the Debentures at this time, the subscriber must confirm the intention to subscribe the Debentures; and must confirm, in the capacity as a subscriber, that if this investment in Debentures causes any damage in the future, the Debenture issuer and BBL will not be obliged to assume any responsibility. Investors who wish to subscribe the Debentures via this online system must also confirm the execution of this transaction as follows:

- (a) they have studied and agree to be bound by the prospectus, the terms and conditions specifying the rights and duties, or the factsheet of the Debentures, and accept the investment risks; and
- (b) they consent to the appointment of Bank of Ayudhya Public Company Limited, or a duly appointed person approved by the Office of the SEC, to perform the duties as a Debentureholders' Representative as proposed by the Issuer.

Investors who wish to subscribe the Debentures via this online system can make subscription via BBL's online system from 8:30 a.m. on 22 July 2022 to 3:30 p.m. on 26 July 2022.

Subscribers must fill in their personal information and subscription details, and must verify the correctness and completeness of the information and details before confirming the investment by themselves. Subscribers are not required to fill in and sign a subscription form, or to attach documents supporting the subscription or a photocopy of a passbook their deposit account opened with BBL.

In the online subscription of Debentures:

- (i) BBL will arrange for the following.
 - 1. BBL will ensure strict and adequate control and supervision of the online subscription, as well as its ability to verify the identity of subscribers using the personal identification number code (PIN code).
 - 2. BBL will cause the factsheet to be available on its online system.
 - 3. On its online system, BBL will indicate the offering price per unit, the minimum subscription amount, and the multiplier; and will include the statement that subscribers can download a prospectus containing the same information that was submitted to the Office of the SEC on the Office of the SEC's website www.sec.or.th in order to study the details of this offering of Debentures before subscribing them.
 - 4. BBL will cause subscribers to be able to examine the Conditions specifying the rights and duties on the Office of the SEC's website, and at the Issuer's head office and any other place.
- (ii) Investors who wish to subscribe the Debentures via BBL's online system will receive payment of the principal, interest, or any other sum payable under the Debentures by way of funds transfer to their deposit account at BBL that uses the Bualuang mBanking service only.
- (iii) BBL reserves its right to not accept subscription of the Debentures from any minors via its online system.

BBL reserves its right to prescribe additional rules and conditions for subscribers who make subscription via its online system, in order to comply with the applicable notifications of the Office of the SEC and the Capital Market Supervisory Board. BBL will inform investors who wish to subscribe the Debentures of these additional rules and conditions.

For the purposes of this clause,

"vulnerable customers of BBL" means (1) individuals of 60 years of age or older (2) who have limited knowledge in finance and investment, or have no investment experience, or (3) have limitations in communication or decision making, which are determined based upon the information given in the risk profile and the criteria prescribed by BBL.

(2) Subscription via KTB online system (for investors who are Thai natural persons only)

Investors who wish to subscribe the Debentures can subscribe via KTB's online system, provided that the investors (a) have a KTB netbank account or a Krungthai NEXT account; (b) are 20 years of age or older; (c) are not vulnerable customers of KTB; (d) are vulnerable customers of KTB who have consented to the investment and acknowledged the risks; and (e) have passed the Know Your Customer and Customer Due Diligence (KYC/CDD) process, including a suitability test according to the procedures specified by KTB, before the subscription.

If the result of a suitability test indicates that the subscriber is not suitable for subscribing the Debentures at this time, the subscriber must confirm the intention to subscribe the Debentures; and must confirm, in the capacity as a subscriber, that if this investment in Debentures causes any damage in the future, the Issuer and KTB will not be obliged to assume any responsibility.

Investors who wish to subscribe the Debentures via KTB's online system must also confirm that in the execution of this transaction, (a) they have received and studied information regarding the offering of Debentures in the factsheet or prospectus, and they accept the investment risks and agree to be bound by the Conditions specifying the rights and duties, including any future amendments thereto; and (b) they consent to the appointment of Bank of Ayudhaya Public Company Limited., which has been approved by the Office of the SEC, to perform the duties as a Debentureholders' Representative as proposed by the Issuer.

Investors who wish to subscribe the Debentures via KTB's online system must subscribe and make subscription payment as follows.

- (a) Investors can subscribe the Debentures via KTB's online system, by completely filling in their personal information and subscription details, and confirming the investment by themselves. Investors are not required to fill in and sign a subscription form, or to attach documents supporting the subscription and a photocopy of a passbook of their deposit account opened with KTB. KTB will arrange for the following:
 - 1. KTB will cause the factsheet to be available on its online system;
 - 2. on its online system, KTB will indicate the offering price per unit, the minimum subscription amount, and the multiplier; and will include the statement that subscribers can download a prospectus containing the same information that was submitted to the Office of the SEC on the Office of the SEC's website www.sec.or.th in order to study the details of this offering of Debentures before subscribing them; and
 - 3. KTB will cause subscribers to be able to examine the terms and conditions specifying the rights and duties on the Office of the SEC's website, as well as at the company's head office or any other place.
- (b) Investors who wish to subscribe the Debentures can make subscription via the online system from 8:30 a.m. on 22 July 2022 to 3:30 p.m. on 26 July 2022, and can pay the subscription price by transferring funds via KTB netbank or Krungthai NEXT only.
- (c) Investors who wish to subscribe the Debentures via KTB's online system will receive payment of the principal, interest, or any other sum under the Debentures by way of funds transfer to the Debentureholder's deposit account in Thailand that is opened with KTB only.
- (d) KTB reserves its right to prescribe additional rules and conditions for subscribers who make subscription via its online system, which will be consistent with the applicable notifications of the Office of the SEC and the Capital Market Supervisory Board.

For the purposes of this clause,

"vulnerable customers of KTB" means (a) investors who have experience or knowledge only about investment in bank deposits or non-risk assets, such as government bonds or government bond mutual funds; or (b) investors of 60 years of age or older who have

experience or knowledge only about investment in bank deposits or non-risk assets, such as government bonds or government bond mutual funds. If the group (a) and group (b) vulnerable customers of KTB wish to subscribe the Debentures by themselves via the online securities subscription system, they must accept the risks and study information about the investment by themselves before making subscription.

(f) Phone Sale

(1) Subscription via recorded telephone conversation (for investors who make subscription through KKPS or KKPB only)

Persons who wish to subscribe the Debentures can make subscription via an investment consultant ("IC") of KKPS or KKPB, and confirm their subscription via the recorded telephone conversation, provided that they have a securities trading account or any other type of account with KKPS; and have passed the Know Your Customer and Customer Due Diligence (KYC/CDD) process, and completed a suitability test with KKPS before the subscription. Persons who wish to subscribe the Debentures via recorded telephone conversation must verbally confirm that they have studied information about the offering of the Debentures in the prospectus and agree to be bound by the prospectus, including the terms specified by the Issuer. The subscribers are not required to fill in and sign a subscription form and attach supporting documents. The process will be as described below.

- (a) An IC of KKPS or KKPB will inform these persons of the accepted amount of subscription via recorded telephone conversation, specifying the number of Debentures, unit price, amount of payment required, deposit of Debentures, and method and date of payment, and stating that these persons may study information about this offering in the prospectus via www.sec.or.th.
- (b) The IC of KKPS or KKPB will verify the identity of the subscribers via recorded telephone conversation, such as their name, address, citizen identification number or passport number, taxpayer identification number (if any), date of birth, bank whose automatic transfer system (the "ATS") is used to pay a subscription price, or name of the IC.
- (c) The IC of KKPS or KKPB will inform the subscribers about the consent to be bound by the terms and conditions specifying the rights and duties in all respects if the Debentures are allocated to such subscribers.
- (d) These persons must verbally confirm that they acknowledge information about the offering of the Debentures in the prospectus or factsheet, and consent to be bound by the terms and conditions specifying the rights and duties and the prospectus in all respects. In addition, they have understanding about the features of the products, the conditions of the returns, and the risks before making subscription.
- (e) The IC will inform the subscribers about the consent to the appointment of Bank of Ayudhaya Public Company Limited, which has been approved by the Office of the SEC, to perform the duties as a Debentureholders' Representative as proposed by the Issuer.
- (f) After receiving the confirmation and details of the subscription via recorded telephone conversation, the IC of KKPS or KKPB will record the subscription order, the IC's name, and the date of time of recording the subscription via the system provided by KKPS. The system will display information about the subscription via recorded telephone conversation.
- (g) The subscribers via recorded telephone conversation must pay subscription price via the ATS by noon or any other time specified by KKPS. If KKPS cannot

effect a direct debit via the ATS, the subscribers must pay subscription price according to the methods and conditions specified by KKPS.

Subscription of Debentures via recorded telephone conversation is available between 22 July and 25-26 July 2022 (the subscription date and time will be as designated by KKPS).

(2) Subscription via recorded telephone conversation (for investors who make subscription through KTX only)

Persons who wish to subscribe the Debentures can make subscription via an investment consultant ("IC") of KTX, and confirm their subscription via the recorded telephone conversation, provided that they have a securities trading account or any other type of account with KTX; and have passed the Know Your Customer and Customer Due Diligence (KYC/CDD) process, and completed a suitability test with KTX before the subscription. Persons who wish to subscribe the Debentures via recorded telephone conversation must verbally confirm that they have studied information about the offering for sale of the Debentures in the prospectus, and agree to be bound by the prospectus, including the terms specified by the Issuer. KTX will provide the subscriber with the prospectus on the KTX's website. The subscribers are not required to fill in and sign a subscription form, and attach supporting documents. The process will be as described below.

- (a) An IC of KTX will inform these persons of the accepted amount of subscription via recorded telephone conversation, specifying the number of Debentures, unit price, amount of payment required, deposit of Debentures, and method and date of payment, and stating that these persons may study information about this offering in the prospectus via www.sec.or.th.
- (b) The IC of KTX will verify the identity of the subscribers via recorded telephone conversation, such as their name, address, citizen identification number or passport number, taxpayer identification number (if any), date of birth, bank whose automatic transfer system (the "ATS") is used to pay a subscription price, or name of the IC.
- (c) The IC of KTX will inform the subscribers that the investment in the Debentures is risk taking transaction and the subscribers should carefully read the prospectus and the factsheet of the Debentures.
- (d) The IC of KTX will inform the subscribers about the consent to be bound by the terms and conditions specifying the rights and duties in all respects if the Debentures are allocated to such subscribers.
- (e) These persons must verbally confirm that they acknowledge information about the offering of the Debentures in the prospectus or factsheet, and consent to be bound by the terms and conditions specifying the rights and duties and the prospectus in all respects. In addition, they have understanding about the features of the products, the conditions of the returns, and the risks before making subscription.
- (f) The IC will inform the subscribers about the consent to the appointment of Bank of Ayudhaya Public Company Limited, which has been approved by the Office of the SEC, to perform the duties as a Debentureholders' Representative as proposed by the Issuer.
- (g) After receiving the confirmation and details of the subscription via recorded telephone conversation, the IC of KTX will record the subscription order, the IC's name, and the date of time of recording the subscription via the system provided by KTX. The system will display information about the subscription via recorded telephone conversation.

- (h) The subscribers via recorded telephone conversation must pay subscription price via the ATS by noon or any other time specified by KTX. If KTX cannot effect a direct debit via the ATS, the subscribers must pay subscription price according to the methods and conditions specified by KTX.

Subscription of Debentures via recorded telephone conversation is available between 22 July and 25-26 July 2022 (the subscription date and time will be as designated by KTX).

- (g) Subscribers for the Debentures are required to submit the following documents together with their subscription forms and payments:
 - (1) For subscribers who are entities incorporated in Thailand:
 - (i) a copy of the most recent affidavit issued by the Ministry of Commerce which is not more than 6 (six) months old or otherwise as specified by the Joint Lead Arrangers, certified as a true and correct copy by authorized signatories of such entity, with its common seal (if any) affixed thereto; and
 - (ii) a certified copy of the citizenship identity card, alien certificate or passport, as the case may be, of the authorized signatory of such entity.
 - (2) For subscribers who are entities incorporated in foreign countries:
 - (i) copies of the certificate of incorporation, Memorandum of Association, Articles of Association, and the most recent affidavit which are not more than 3 (three) months old or otherwise as specified by the Joint Lead Arrangers, certified as true and correct by the authorized signatory of such entity, with its common seal (if any) affixed thereto; and
 - (ii) a certified copy of the passport of authorized signatory of such juristic person.
 - (3) For subscribers who are individuals residing in Thailand, a certified copy of the valid citizenship identity card or (if the subscriber does not have an identification card, certified copies of the card issued by the governmental entity and house registration document containing the identification card number of the subscriber).
 - (4) For subscribers who are individuals residing outside of Thailand, a certified copy of the valid foreign certificate or passport.
 - (5) For subscribers who are qualified as High Net Worth Investors, document(s) presenting that such subscriber is qualified as a High Net Worth Investor, as may be required by a Joint Lead Arranger.
- (h) Subscriptions for the Debentures shall be made at the office of the Joint Lead Arrangers (as specified in Clause 3.2 above) in accordance with the procedures, rules and conditions (other than those specified above) as prescribed by the Joint Lead Arrangers at its place of subscription.
- (i) Subscribers who have submitted their subscription forms or perform other acts as prescribed by the relevant Joint Lead Arrangers and made payments for their subscriptions shall not cancel their subscriptions or request a refund of their subscription payments, except as specified in Clause 3.7(c)(2).
- (j) Subscribers will not be entitled to receive any interest or compensation during the period from (and including) the subscription date to the Issue Date of the Debentures.
- (k) If the Issuer notifies the Joint Lead Arrangers that the Issuer has repressed, ceases to offer the Debentures, or is unable to deliver the Debentures, the subscribers shall be entitled to cancel their subscription within the next Business Day following the date on which they have been

informed by the Issuer of the repression, cessation or inability to deliver the Debentures. If those events occur on the last date of the subscription period, the subscribers, who wish to cancel their subscription, shall cancel their subscription within that day. Additionally, the subscribers are entitled to a refund of the subscription amount from their cancellation in accordance with the procedures and details as specified in Clause 3.9.

- (l) For the subscribers who have never completed know-your-customer and customer due diligence forms (KYC or CDD forms), those subscribers are required to complete the KYC or CDD forms as prescribed by the Joint Lead Arrangers prior to the subscription.
- (m) Prior to the subscription of the Debentures, a Joint Lead Arranger shall arrange for each High Net Worth Investor to complete the investors' risk-taking capability assessment test or the **"Suitability Test"** in order to assess the suitable risk level for the investor. If any High Net Worth Investor refuses to complete such Suitability Test, the Joint Lead Arranger may refuse the Debentures subscription by the High Net Worth Investor.
- (n) If a High Net Worth Investor has completed the Suitability Test and the result shows that the Debentures are assigned a higher risk level than the investor's risk level obtained through the Suitability Test and if the High Net Worth Investor decides to pursue with the investment in the Debentures, the High Net Worth Investor must sign the subscription form binding itself as a subscriber agreeing to bear the risks arising from the Debentures subscribed, which is assigned a higher risk level than the investment risk level obtained through the Suitability Test. Each of the Joint Lead Arrangers reserves the right to refuse any subscription of the Debentures by any High Net Worth Investor who refuses to sign the subscription form with such risk acceptance clause.
- (o) The relevant Joint Lead Arrangers reserve the right to close the subscription of the Debentures prior to the subscription closing date for the Debentures that have been fully subscribed.
- (p) The subscription of debentures through SCB can only be made at the Head Office or some of sales units as designated by SCB (as the case may be) and SCB reserves the right not to accept subscription at branches.
- (q) Due to the current situation with the Coronavirus Disease 2019 (COVID-2019) outbreak, each of the relevant Joint Lead Arrangers reserves the right, at its sole discretion, to change the details of the subscription and payment procedures accordingly under the business continuity plan of such relevant Joint Lead Arrangers, which has been approved by the Office of the SEC, in accordance with the circular of the Office of the SEC No. Gor.Lor.Tor.Nor.Tor (Wor) 8/2563 Re: Rehearsal for the implementation of the business continuity plan of business operators dated 28 February 2020.

3.7 Allocation of Debentures

(a) Restrictions on Allocation

The offering of the Debentures is an offering of which the full amount of the Debentures is offered only to the Qualified Investors. The allotment of the Debentures will be performed by the Joint Lead Arrangers in compliance with the notification of the Capital Markets Supervisory Board governing standard conduct of business, management arrangement, operating systems, and providing services to clients of securities companies and derivatives intermediaries and the notification of the Capital Markets Supervisory Board governing rules, conditions and procedures for securities underwriting as well as guidelines on conduct of business issued by virtue of the notifications as prescribed by the Office of the SEC.

(b) **Allocation of the Debentures**

The allocation of the Debentures to subscribers shall be at the absolute discretion of the Joint Lead Arrangers. The Joint Lead Arrangers may allocate any amount of the Debentures to any Qualified Investors or may refuse to allocate the Debentures subscribed by any subscribers as they deem appropriate.

(c) **Cancellation of Subscription**

- (1) The Joint Lead Arrangers is entitled to revoke or cancel any subscription for the Debentures by any subscriber who fails to comply with the procedures indicated in Clause 3.6 above or whose payment of subscription price by a crossed cheque or cashier cheque is not honored upon presentation thereof.
- (2) A subscriber is entitled to revoke the subscription for the Debentures in the event that the Issuer suspends or ceases the offering of the Debentures or is unable to deliver the offered Debentures, from the announcement date of the suspension or cessation of the offering or the Issuer's inability to deliver the Debentures to (and including) the last day of Subscription Period.

3.8 Procedure for Refunding Subscription Payments in the Case of Excess Subscriptions

In the event that the subscriptions exceed the total amount of the Debentures offered and the Debentures could not be allotted or allotted in an amount less than that subscribed by subscribers by the Issue Date, the relevant Joint Lead Arrangers shall refund such amounts without any interest thereon and/or compensation to the relevant subscribers by, if applicable, (i) transferring to the bank accounts of the relevant subscribers by debiting the bank account of the relevant Joint Lead Arranger through an automated transfer system or transferring to the relevant accounts for securities trading or (ii) transferring to the bank accounts of the relevant subscribers or issuing crossed cheques payable and sent by registered mail to the relevant subscribers at the address specified in the subscribers' respective subscription forms, as soon as possible, but in any event no later than the period prescribed by the Association of Thai Securities Companies ("**ASCO**") with the approval of the Office of the SEC, which shall be no longer than 10 (ten) business days following the last day of the Subscription Period (the "**Refunding Period for Excess Subscription**"). However, if the relevant Joint Lead Arrangers cannot return the payment to the subscriber within such time period, the subscriber shall be entitled to receive interest at a rate of 7.5 percent per annum on such unpaid amount calculated from (and including) the day following the last day of the Refunding Period for Excess Subscription to (but excluding) the actual payment date. Transferring to the bank accounts or the relevant accounts for securities trading of the relevant subscribers or mailing of a cheque to the subscriber within the period of time specified above by registered mail at the address shown in the subscription form shall be deemed to constitute valid refund of such moneys and upon such transferring or mailing the subscriber shall have no right to claim for any interest or compensation.

3.9 Reimbursement of Subscription Amount in case of repression or cessation

If the failure to allot the Debentures occurs as a result of the Issuer being repressed or ceased to offer the Debentures or unable to deliver the Debentures to the subscribers, and the subscribers cancel the subscription of the Debentures within the next Business Day after the day the Issuer declares its repression or cessation of the offering of the Debentures or its inability to deliver the Debentures to the subscribers or, if such events occurred on the last day of the Subscription Period, within such date, the Issuer shall arrange with the Joint Lead Arrangers to return the subscription payments without interest thereon and/or compensation to the subscribers by, if applicable, (i) transferring to the bank accounts of the relevant subscribers by debiting the bank account of the relevant Joint Lead Arranger through an automated transfer system or transferring to the relevant accounts for securities trading or (ii) transferring to the bank accounts of the relevant subscribers or issuing crossed cheques payable and

sent by registered mail to the relevant subscribers at the address specified in the subscribers' respective subscription forms, as soon as possible, but in any event no later than the period prescribed by ASCO with the approval of the Office of the SEC, which shall be no longer than 10 (ten) Business Days following the date the offering ceases or the date of occurrence of an event that causes the offering to cease (as the case may be) (the "**Refunding Period for Cessation**"). However, if the Joint Lead Arrangers cannot return the payment to the subscriber within such time period, the subscriber shall be entitled to receive interest at a rate of 7.5 percent per annum on such unpaid amount calculated from (and including) the day following the last day of the Refunding Period for Cessation to (but excluding) the actual payment date. Transferring to the bank accounts or the relevant accounts for securities trading of the relevant subscribers or mailing of a cheque to the subscriber within the period of time specified above by registered mail at the address shown in the subscription form shall be deemed to constitute valid refund of such moneys and upon such transferring or mailing the subscriber shall have no right to claim for any interest or compensation.

3.10 Delivery of Debentures

(a) Delivery of Debenture Certificates

If a subscriber has requested in its subscription form that a Debenture certificate in respect of the Debentures subscribed be issued under the name of such subscriber, the Issuer will cause the Registrar to issue such Debenture certificate in the name of the subscriber and deliver it to such subscriber within 15 (fifteen) business days from the closing of the Subscription Period by registered mail at the address of the subscriber specified in his subscription form.

(b) Delivery of Scripless Debentures

If a subscriber has requested in his subscription form that the Debentures be credited to the account maintained with the participants of Thailand Securities Depository Company Limited ("**TSD**") under the "Scripless System," the Issuer will procure that the Registrar credits the allocated Debentures to the account maintained with the participants of TSD as specified in the subscription form within 7 (seven) business days from the closing of the Subscription Period. In such case, the Registrar will not issue a Debenture certificate to the subscriber and will record in the register of the Debentures that TSD is holding the Debentures on behalf of the subscriber(s).

3.11 Taxation

This section contains information on certain tax provisions in connection with the Debentures and is not an advice on taxation. Accordingly, prospective investors should consult their own tax advisors concerning the consequences of their investment in the Debentures. The summary provided below is based upon applicable law, practice and relevant double tax treaty in force on the date of this Prospectus and is therefore subject to any subsequent changes in law and the interpretation and application thereof, which changes could be made with retroactive effect.

The summary contained in this Section does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to invest in or dispose of the Debentures, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

The tax liability of a Debentureholder and the applicable tax rates will depend on various factors such as whether or not the Debentureholder is an individual or juristic person, or whether it is a juristic person that is not subject to income tax, whether the holder is considered as a resident of Thailand or is considered carrying on business in Thailand, or whether the Debentureholder is a resident of a country that has a double taxation agreement with Thailand.

(a) **Thai Taxation**

(1) **Income Tax**

(i) **Debentureholder who is a resident of Thailand**

(A) **Individual**

In considering a residency of an individual, Thai tax law disregards the nationality of such individual. The individual Debentureholder is deemed to be a tax resident of Thailand if he/she has resided in Thailand for a period or periods aggregating 180 (one hundred and eighty) days or more in the same calendar year (the "**Resident Individual Debentureholder**").

(i) **Interest**

Interest received by the Resident Individual Debentureholder is subject to 15 percent withholding tax.

Only the portion of the interest received by the Resident Individual Debentureholder, which occurred prior to the investors becoming a rightful Debentureholder will be exempted from personal income tax pursuant to the rules and conditions prescribed in the Ministerial Regulation No. 126 (B.E. 2509) issued under the Revenue Code re: tax exemption.

(ii) **Capital Gains**

A capital gain, which is the amount in excess of the cost of acquisition, derived from the transfer of the Debentures is subject to 15 percent withholding tax.

A Resident Individual Debentureholder, however, has the right to elect to pay tax at the withholding tax rate prescribed in (i) or (ii) above, without having to include such interest or capital gain (as applicable) with his other income for the purpose of calculating personal income tax. If the Resident Individual Debentureholder elects to include the interest or capital gain with his other income for the purpose of calculating personal income tax, he will be entitled to treat the tax so withheld as a credit.

(B) **Company or Juristic Partnership**

A Debentureholder, which is a company or a juristic partnership established pursuant to the laws of Thailand (including a mutual fund that is a juristic person established pursuant to the laws of Thailand), or established pursuant to a foreign law but doing business in Thailand, a foundation or an association, excluding one which is specified by a ministerial notification to be a public charity organization or institution pursuant to section 47(7)(b) of the Revenue Code, (the "**Resident Corporate Debentureholder**") will have the following tax liabilities:

(i) **Interest**

Interest received by a Resident Corporate Debentureholder which is a company or a juristic partnership excluding a

foundation, association or mutual fund that is a juristic person established pursuant to the laws of Thailand) is subject to 1 (one) percent withholding tax. The Resident Corporate Debentureholder must include interest in their revenue for the purpose of calculating corporate income tax and will be entitled to treat the tax so withheld as a credit.

Interest received by the Resident Corporate Debentureholder which is a foundation or an association that is not a public charity organization or institution is subject to 10 (ten) percent withholding tax and they must include interest in their revenue for the purpose of calculating corporate income tax and will be entitled to treat the tax so withheld as a credit.

Interest received by the Resident Corporate Debentureholder which is a mutual fund that is a juristic person established pursuant to the laws of Thailand is subject to 15 percent withholding tax. The mutual fund will be exempt from including such interest as revenue for the purpose of calculating corporate income tax in the case that a refund of withholding tax or tax credit is not requested whether in whole or in part.

(ii) Capital Gains

Capital gains are not subject to withholding tax. The portion in excess of the original investment must be included in the revenue of the Resident Corporate Debentureholder for the purpose of calculating corporate income tax, unless the Resident Corporate Debentureholder is a mutual fund that is a juristic person established pursuant to the laws of Thailand there is no need to include such capital gains in the revenue for the purpose of calculating corporate income tax.

(i) Debentureholder who is not a resident of Thailand

(A) Individual

In considering whether the individual is a resident of Thailand, the laws of Thailand disregard the nationality of the individual. The individual shall be deemed to be a resident of Thailand if the individual resides in Thailand for a period or periods aggregating 180 (one hundred eighty) days or more in the same calendar year.

(ii) Interest

Except where the terms and conditions of a double taxation agreement entered into between Thailand and the resident country of the Debentureholder provide otherwise, interest received by the Debentureholder who is not the Resident Individual Debentureholder (the "**Non-Resident Individual Debentureholder**") from or within Thailand, is subject to 15 percent withholding tax.

However, only the portion of the interest received by the Non-Resident Individual Debentureholder, which occurred prior to the investors becoming a rightful Debentureholder will be

exempted from personal income tax pursuant to the rules and conditions prescribed in the Ministerial Regulation No. 126 (B.E. 2509) issued under the Revenue Code re: tax exemption.

(ii) Capital Gains

Except where the terms and conditions of a double taxation agreement entered into between Thailand and the resident country of the Non-Resident Individual Debentureholder provide otherwise, a capital gain, which is the amount in excess of the cost of acquisition of the Debentures, paid from or within Thailand, is subject to 15 percent withholding tax.

(B) Company or Juristic Partnership

A Debentureholder, which is a company or a juristic-person partnership established pursuant to a foreign law (including a mutual fund that is a juristic person established pursuant to a foreign law) and not doing (or not being deemed to be doing) business in Thailand or not having a permanent establishment in Thailand (the "**Non-Resident Corporate Debentureholder**") but benefitted from the interest or capital gains which is paid from or in Thailand will have the following tax liabilities:

(i) Interest

Unless the terms and conditions of double taxation agreement entered into between Thailand and the resident country of the Non-Resident Corporate Debentureholder provide otherwise, interest received by the Non-Resident Corporate Debentureholder which is paid from or within Thailand is subject to 15 percent withholding tax.

(ii) Capital Gains

Unless the terms and conditions of a double taxation agreement entered into between Thailand and the resident country of the Non-Resident Corporate Debentureholder provide otherwise, a capital gain received from the transfer of the Debentures, which is paid from or within Thailand, is subject to 15 percent withholding tax.

(2) Specific Business Tax

A Debentureholder who carries on business in Thailand may be subject to a 0.011 percent specific business tax (SBT) plus 10 percent municipal tax which is levied on such SBT for interest of the Debentures received by the Debentureholders or gains before deduction of any expenses from the sale or other transfer of the Debentures, if such interest or gains are considered to be income derived from a business similar to the ordinary course of business of commercial banks.

(3) Stamp Duty

A sale or other transfer of the Debentures is exempt from stamp duty.

(b) **Lao Taxation**

(1) **Income Tax**

(i) **Individual**

Based on Lao tax law, all individuals earning income in Lao PDR, regardless of the nationality and time spent in Lao PDR, are subject to income tax except for certain specific activities stipulated in Lao tax law.

(A) **Interest**

Payment of interest from the Debentures by the Issuer is exempted from income tax based on the assumption and interpretation of the Concession Agreement which waived all forms of taxation. The Concession Agreement means the Hydroelectric Power Project Concession Agreement between the Government of the Lao PDR and Xayaburi Power Company Limited dated 29 October 2010 (the "Concession Agreement").

(B) **Capital Gains**

Lao tax law is silent on whether a capital gain from the transfer of the Debentures is subject to tax. As such, there may be risk that the Government of Lao PDR may assess gain from transfer of the Debentures by any Debentureholder and impose tax on such gain.

(ii) **Company or Juristic Partnership**

Based on Lao tax law, all juristic persons earning income in the Lao PDR regardless of nationality and time spent in Lao PDR are subject to income tax except for certain specific activities stipulated in Lao tax law.

(A) **Interest**

Payment of interest from the Debentures by the Issuer is exempted from income tax based on the assumption and interpretation of the Concession Agreement which waived all forms of taxation.

(B) **Capital Gains**

Lao tax law is silent on whether a capital gain from the transfer of the Debentures is subject to tax. As such there may be risk that the Government of Lao PDR may assess gain from transfer of the Debentures by any Debentureholder and impose a tax on such gain.

(2) **Stamp Duty**

Any sale or transfer of the Debentures is subject to stamp duty or so called registration fee which is based on the type and value of the documents being registered.

(3) **Notarization**

Any sale or transfer of the Debentures is subject to notarization and notarization fee is based on the number of pages of the documents being registered.

**(DRAFT) TERMS AND CONDITIONS
OF
"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022
TRANCH 1 DUE 2025"
"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022
TRANCH 2 DUE 2026"
AND
"THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022
TRANCH 3 DUE 2027"**

The following is the text of the terms and conditions of (1) "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 1 Due 2025" (2) "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 2 Due 2026 and (3) "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 3 Due 2027 (Tranche 1 Debentures, Tranche 2 Debentures and together with Tranche 3 Debentures, the "**Debentures**"), setting out the rights and obligations of Xayaburi Power Company Limited and the Debentureholders (as defined below) with respect to the Debentures, as may be supplemented, amended or modified by any subsequent amendment thereto, with Bank of Ayudhya Public Company Limited acting as the Debentureholders' Representative. The Issuer has been granted approval by the Ministry of Finance of Thailand to offer for sale the Debentures in Thailand by virtue of the MOF Notification (as defined below). The Debentures will be issued pursuant to the resolutions of the meeting of the 2021 Annual General Meeting of Shareholders held on 25 March 2021. The offer for sale of the Debentures in Thailand has been endorsed and acknowledged by the Lao Securities Commission Office (after liaison with the Bank of The Lao People's Democratic Republic and other relevant authority(ies) under the Certificate No. 0011/SorKorKorXor dated 19 July 2022 issued by the LSCO, by virtue of and in compliance with the Decision No. 15/LSC and Lao Law on Securities (as defined below).

The Debentureholders' rights in respect of the Debentures shall be as prescribed in these Conditions in relation to which the Debentureholders and the Issuer shall be bound in all respects. The Issuer has appointed the Debentureholders' Representative, the Registrar and the Paying Agent pursuant to the Debentureholders' Representative Appointment Agreement, the Registrar Appointment Agreement and the Paying Agent Appointment Agreement, respectively. The Debentureholders are deemed to accept the appointment of the Debentureholders' Representative and are entitled to the benefits of, are bound by, and are deemed to have notice of and understand, all provisions of these Conditions and the Debentureholders' Representative Appointment Agreement. Execution copies of these Conditions, the Debentureholders' Representative Appointment Agreement, the Registrar Appointment Agreement and the Paying Agent Appointment Agreement are available for inspection during normal business hours at the designated office of the Debentureholders' Representative.

1. DEFINITIONS

In these Conditions:

"Acceleration Notice" has the meaning given to it in Condition 12.3.

"Baht" means Thai Baht, the lawful currency of the Kingdom of Thailand.

"BOL" means the Bank of The Lao People's Democratic Republic.

"Borrowed Money" means (a) borrowed moneys, and (b) liabilities under any note, bond, bill, debenture, loan stock or other security in each case issued for cash or in respect of acceptance credit facilities, but excluding such liabilities incurred in relation to the acquisition of goods or services in the ordinary course of business.

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in Bangkok, Thailand.

"Closing Date" means the first day of the 14-day period that the Register Book is closed pursuant to Clause 3.6(a).

"Conditions" means these terms and conditions setting out the rights and obligations of the Issuer and the Debentureholders in respect of the Debentures.

"Concession Agreement" means the Hydroelectric Power Project Concession Agreement between the Government of the Lao PDR and Xayaburi Power Company Limited dated 29 October 2010.

"Credit Rating Agency(ies)" means a credit rating agency(ies) approved by the SEC.

"Debentures" means Tranche 1 Debentures, Tranche 2 Debentures and/or Tranche 3 Debentures; as the context may require.

"Debenture Certificate" means the certificate issued in accordance with Condition 3.2, representing such Debenture in the respective form specified in Annex A.

"Debentureholder(s)" means the person(s) who owns the Debenture(s) in accordance with Condition 3.4.

"Debentureholders' Representative" means Bank of Ayudhya Public Company Limited or any successor as the Debentureholders' Representative in respect of the Debentures.

"Debentureholders' Representative Appointment Agreement" means the Debentureholders' Representative appointment agreement entered into between the Debentureholders' Representative and the Issuer dated on or around 27 July 2022 or the agreement appointing a new Debentureholders' Representative to replace the existing Debentureholders' Representative (if any).

"Debenture Rights" means all rights relating to the Debentures including, without limitation, the right to receive principal and interest on the Debentures and the right to attend and vote at meetings of the Debentureholders.

"Decision No. 15/LSC" means the Decision on Offering of Debenture for Sale in Foreign Country issued by the Lao Securities Commission, dated 10 June 2021, as may from time to time be amended, modified, supplemented or replaced.

"Default Interest Rate" means the default rate of interest for the Debentures, being the Interest Rate plus 2 (two) percent per annum.

"Event of Default" means any of the events specified in Condition 12.1.

"Financial Statements" has the meaning given to it in Condition 6.2 (p).

"Interest Payment Date" means every 27 January, 27 April, 27 July and 27 October of each year throughout the term of the Debentures, with the first Interest Payment Date being 27 October 2022 and the last Interest Payment Date being the Maturity Date.

"Interest Period" means:

- (a) with respect to the first Interest Period, the period commencing on, and including, the Issue Date and ending on, but excluding, the first Interest Payment Date; and

- (b) with respect to any subsequent Interest Period, the period commencing on, and including, the Interest Payment Date of the preceding Interest Period and ending on, but excluding, the next Interest Payment Date of such Interest Period or the Maturity Date, as the case may be.

"Issue Date" means the issue date of the Debentures which is 27 July 2022.

"Issuer" means Xayaburi Power Company Limited.

"Issuer's Representative" means The Legists Group Ltd. or any successor as the Issuer's representative in Thailand for the purposes specified in Condition 19.

"Lao PDR" means The Lao People's Democratic Republic.

"Lao Law on Securities" means the Law on Securities of Lao PDR (as amended) No. 79/NA dated 3 December 2019, as may from time to time be amended, modified, supplemented or replaced.

"LSCO" means the Lao Securities Commission Office.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of the Issuer taken as a whole; (b) the ability of any of the Issuer to perform its obligations under the Bonds and these Conditions; or (c) the validity or enforceability of these Conditions or the rights or remedies of Bondholders under these Conditions.

"Maturity Date" means:

- (a) in relation to Tranche 1 Debentures, 27 July 2025;
- (b) in relation to Tranche 2 Debentures, 27 July 2026; and
- (c) in relation to Tranche 3 Debentures, 27 July 2027.

"MOF Notification" means the Ministry of Finance's Notification Re: Approval for Issue of Debentures or Debentures Denominated in Baht in Thailand, dated 11 April 2006, as may from time to time be amended, modified, supplemented or replaced.

"Non-Qualified Person" has the meaning given to it in Condition 4.3(c).

"Notice of Demand" has the meaning given to it in Condition 12.2.

"Notification No. KorChor. 5/2552" means the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments, dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced.

"Paying Agent" means Bank of Ayudhya Public Company Limited acting in its capacity as paying agent or any successor as the paying agent in respect of the Debentures as permitted by relevant laws and regulations.

"Paying Agent Appointment Agreement" means the paying agent appointment agreement entered into between the Paying Agent and the Issuer dated on or around 27 July 2022 or the agreement appointing a new Paying Agent to replace the existing Paying Agent (if any).

"Permit" has the meaning given to it in Condition 6.2 (d).

"Potential Event of Default" means any event or circumstance which would (with the giving of notice, the expiry of a grace period, the making of any determination of relevant conditions or any

combination of any of the foregoing, in each case as specified in Condition 12.1) become an Event of Default under these Conditions.

"Qualified Debentureholder" has the meaning given to it in Condition 4.3(c).

"Qualified Investors" has the meaning given to it in Condition 4.3(a).

"Record Date" means a Business Day immediately preceding the Closing Date.

"Register Book" means the register book of the Debentures recording particulars of the Debentureholders or other sources of registration information relating to the transfer, pledge, attachment, issue of new Debenture Certificates and other matters related to the Debentures according to the relevant rules and procedures prescribed pursuant to the laws governing securities and notifications of the SEC.

"Registrar" means TSD acting in its capacity as registrar or any successor as the registrar in respect of the Debentures as permitted by relevant laws and regulations.

"Registrar Appointment Agreement" means the agreement between the Issuer and the Registrar dated 27 July 2022 and relevant details of the securities under which the Issuer appoints, and the Registrar agrees to act as the registrar for the Debentures or the agreement appointing a new Registrar to replace the existing Registrar (if any).

"SEC" means the Office of the Securities and Exchange Commission of Thailand.

"Subscription Closing Date" means the last day of the subscription period for the Debentures, in this case, 26 July 2022.

"ThaiBMA" means the Thai Bond Market Association or such other securities business related associated or exchange as may be licensed by and registered with the SEC.

"Thailand" means the Kingdom of Thailand.

"Tranche 1 Debentures" means "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 1 Due 2025.

"Tranche 2 Debentures" means "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 2 Due 2026.

"Tranche 3 Debentures" means "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 3 Due 2027.

"TSD" means Thailand Securities Depository Company Limited, or any other successor organization legally entitled to operate a securities depository business in Thailand.

2. FORM, DENOMINATION, INTEREST AND TENOR

2.1 The Debentures are issued in registered form, unsecured and unsubordinated, with a debentureholders' representative. The interest rate and tenor of each tranche of Debentures are as follows:

- (a) Tranche 1 Debentures carry interest at the rate of 4.50 (four point five zero) percent per annum with a tenor of 3 (three) years from the Issue Date;
- (b) Tranche 2 Debentures carry interest at the rate of 4.75 (four point seven five) percent per annum with a tenor of 4 (four) years from the Issue Date; and

- (c) Tranche 3 Debentures carry interest at the rate of 5.00 (five point zero zero) percent per annum with a tenor of 5 (five) years from the Issue Date.
- 2.2 On the Issue Date, there are in aggregate of [●] ([●]) units of Debentures, with a par value of Baht 1,000 (one thousand baht) each, and an aggregate total principal amount of Baht [●] ([●] baht), comprising of :
- (a) [●] ([●]) units of Tranche 1 Debentures or a total principal amount of Baht [●] ([●] baht);
 - (b) [●] ([●]) units of Tranche 2 Debentures or a total principal amount of Baht [●] ([●] baht); and;
 - (c) [●] ([●]) units of Tranche 3 Debentures or a total principal amount of Baht [●] ([●] baht).

3. DEBENTURE CERTIFICATES, REGISTER BOOK AND OWNERSHIP OF THE DEBENTURES

- 3.1 The Issuer has appointed the Registrar to act as a registrar in respect of the Debentures in accordance with the Registrar Appointment Agreement made between the Issuer and the Registrar.
- 3.2 The Issuer shall ensure that the Registrar, by entering into the Registrar Appointment Agreement, issues and delivers Debenture Certificates, in the form attached as Annex A to these Conditions, to all Debentureholders whose Debentures are not deposited with TSD. For the Debentures deposited with TSD, the Registrar shall enter the name of TSD, as the holder of the Debentures on behalf of the Debentureholder, in the Register Book and the Registrar will issue and deliver by regular mail (or any other method as requested by the Debentureholders and agreed by the Registrar) a depository receipts to the Debentureholders whose Debentures are in the scripless system.
- 3.3 The Issuer shall cause the Registrar, by entering into the Registrar Appointment Agreement, to prepare and keep the Register Book until the date that all Debentures are fully redeemed in accordance with these Conditions.
- 3.4 (a) Ownership of Debentures that are not deposited with TSD Title to the Debentures is vested in persons whose names are registered in the Register Book from time to time. For the purpose of determining the Debenture Rights, the Debenture Rights are vested in the persons whose names are registered in the Register Book as the owners of such Debentures at the end of the Record Date unless a transfer of the Debentures has occurred prior to the relevant Record Date and such transfer is effective against the Issuer in accordance with Conditions 4.1(a), in which case, the Debenture Rights will be vested in the transferee of the Debentures.
- (b) Ownership of Debentures that are deposited with TSD Title to the Debentures is vested in persons whose names are listed with TSD as the owners of such Debentures from time to time. For the purpose of determining the Debenture Rights, the Debenture Rights are vested in persons whose names are listed with TSD as the owners of such Debentures at the end of the Record Date, as notified in writing by TSD to the Registrar, unless duly objection is made under the law.
- 3.5 If a person holding Debentures through TSD (scripless system) wishes to obtain a Debenture Certificate with respect to those Debentures, that person must inform the Registrar. When the TSD informs the Registrar of the name of the owner of the Debentures deposited with TSD and request the Registrar to issue the Debenture Certificates with respect to such Debentures to that Debentureholder, the Registrar shall issue such Debenture Certificates to such Debentureholders. Following the issue of such Debenture Certificate, the number of Debentures registered in the name of TSD will then be reduced by the number of Debentures held by the person to whom the Debenture Certificate has been issued. If the Registrar fails to reduce the number of the Debentures due to

whatever reason, the number of the Debentures registered in the name of the TSD shall however be deemed to be reduced by the number of Debentures with respect to which the Debenture Certificate has been issued.

- 3.6 (a) Unless otherwise specified in these Conditions or unless the applicable laws or regulation state otherwise, the Issuer will cause the Registrar to close the Register Book for a period of 14 (fourteen) days prior to any Interest Payment Date, the Maturity Date, any date fixed for payment of any benefits, any date fixed for any meeting of the Debentureholders or any other date for any other purpose as specified in these Conditions and as notified by the Issuer to the Registrar, the Debentureholders' Representative and/or the Debentureholders (as the case may be) in order to determine the rights of the Debentureholders to receive or utilize any benefits as the Debentureholders. If the Closing Date falls on a day that is not a Business Day, the Register Book shall be closed on the next Business Day, and in such case, the period between the Closing Date to each relevant Interest Payment Date, the Maturity Date, any date fixed for any meeting of the Debentureholders or any other date for any other purpose as specified above shall be less than 14 (fourteen) days.

The Registrar shall not register any transfer of the Debentures during the closure of the Register Book. In any event, the Issuer will notify or cause the Registrar to notify the ThaiBMA at least 7 (seven) days before the Closing Date.

- (b) The Issuer and the Registrar hereby reserve the right to change the date and time for the closure of the Register Book without the need to obtain consent from the Issuer or the Debentureholders' meeting, provided that such change must be in compliance with the rules, notifications or regulations of ThaiBMA or any other relevant authorities. The Registrar must notify the change to the date and time for the closure of the Register Book to the Issuer and, upon request by the Issuer, to the Debentureholders prior to making such change.

4. TRANSFERS OF DEBENTURES

4.1 Transfers of Debentures not deposited with TSD

Unless otherwise determined in accordance with the law governing securities and exchange, transfers of Debentures not deposited with TSD shall be in accordance with the following terms:

- (a) Transfers between the transferor and the transferee. A transfer of Debentures is complete, as between the transferor and the transferee, when the transferor, whose name is registered in the Register Book as the owner of such Debentures, or the last person to whom such Debentures have been previously transferred in accordance with these Conditions, delivers to the transferee a duly endorsed Debenture Certificate representing such Debentures.

Effectiveness of Transfers to the transferee as against the Issuer. A transfer of Debentures is only effective against the Issuer if the Registrar accepts the application to register the transfer together with the Debenture Certificate duly endorsed by the transferor and the transferee.

Effectiveness of Transfers to the transferor as against the third parties. A transfer of Debentures is only effective against third parties if the transfer has already been registered in the Register Book.

- (b) An application to register the transfer of Debentures must be made at the principal office of the Registrar during its normal business hours in accordance with the form and procedures prescribed by the Registrar. In connection with the application to register a transfer of Debentures, the applicant must deliver the following documents to the Registrar:

- (i) an application for registration of the transfer, together with the Debenture Certificate duly endorsed pursuant to Condition 4.1(a); and
 - (ii) any other evidence confirming the correctness and effectiveness of the transfer as may be specified by the Registrar.
- (c) The Registrar will register the transfer of Debentures in the Register Book within 7 (seven) Business Days after it receives the documents specified in Condition 4.1(b).
- (d) All transfers are subject to the transfer restrictions specified in Condition 4.3.
- (e) The Registrar shall decline to register a transfer of Debentures in a case where such transfer is in breach of these Conditions, the provisions of applicable law, or a court order.

4.2 Transfers of Debentures deposited with TSD

Subject to the transfer restriction contained in Condition 4.3, Debentures deposited with TSD must be transferred in accordance with the applicable regulations of the Stock Exchange of Thailand, TSD and any other relevant regulatory authority and agency.

4.3 Debenture Transfer Restrictions

- (a) Thai transfer restriction

The Debentures are offered to the institutional investors and high-net-worth investors and pursuant to the notification of the Capital Market Supervisory Board regarding the application for and, granting of approval for offering of newly-issued debt instruments and the Issuer has registered this transfer restriction with the Office of the SEC and is bound by such transfer restriction to procure that the transfer of Bonds be limited to those qualified as the "Institutional Investors" and "High-Net-Worth Investors" as defined under the Notification No. KorChor. 5/2552. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Debentures to any person who is not qualified as such Institutional Investor and/or High-Net-Worth Investors referred to above (the "**Qualified Investors**").

- (b) Lao transfer restriction

The transfer restriction of the Debentures has been endorsed and acknowledged by the LSCO, in accordance with the Decision No. 15/LSC, that no Debenture will be transferred to any person other than the Qualified Investors.

- (c) Transfer of Debentures in violation of the Debenture transfer restrictions

If any transfer of the Debentures is made in violation of the transfer restrictions specified in Conditions 4.3(a) and 4.3(b) above, a transferee in respect of such transfer, (collectively the "**Non-Qualified Person**") shall not be recorded or registered in the Register Book as a Debentureholder and shall not be entitled to any Debenture Rights. In this regard, the Debenture Rights shall remain vested in a Debentureholder(s) who has transferred the Debentures to the Non-Qualified Person and who is qualified as a Qualified Investor (the "**Qualified Debentureholder**"). If such transferor Debentureholder(s) is not a Qualified Debentureholder, the Debenture Rights shall remain vested in the previous transferor Debentureholder(s) who is a Qualified Debentureholder.

Each Debentureholder hereby acknowledges and agrees that: (i) it shall not transfer any Debentures held by it to any Non-Qualified Person; and (ii) the Issuer and the Registrar shall not be obliged to indemnify or liable to any Debentureholder or Non-Qualified

Person from and against any and all loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges, legal fees and expenses paid or incurred in disputing or defending any of the foregoing and any value added tax thereon) which such Debentureholder and/or Non-Qualified Person may incur or which may be made against any of them arising out of or in relation to or in connection with any transfer of the Debentures in violation of the transfer restrictions specified in Conditions 4.3(a) and 4.3(b) above.

- 4.4 The Registrar will not accept a registration of transfer of any Debentures which is contrary to these Conditions, provisions of law or court orders.

5. STATUS OF DEBENTURES

The Debentures constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

6.1 *Representation and Warranties*

On the Issue Date and for so long as any debt under the Debentures remain outstanding, the Issuer represents and warrants that:

- (a) The Issuer:
 - (1) is a juristic person duly incorporated and validly existing under the laws of the Lao People's Democratic Republic;
 - (2) has power and authority to carry on its business as disclosed in the prospectus for the issuance and offering of the Debentures; and
 - (3) has received approvals under applicable laws necessary for the carrying on of its business either domestic or overseas (if any).
- (b) The Issuer has power and authority to:
 - (1) issue and offer the Debentures and to incur any indebtedness under the Debentures;
 - (2) enter into and execute these Conditions, the Debentureholders' Representative Appointment Agreement, the Paying Agent Appointment Agreement, the Registrar Appointment Agreement and other Debentures-related documents, and
 - (3) perform its obligations and indebtedness under Condition 6.1 (b)(1) and Condition 6.1 (b)(2).

All authorisations, approvals and consents required for the foregoing have been obtained and the Issuer has taken all necessary actions, required under its business objectives, constitutional documents, resolutions of the meeting of the Issuer's board of directors and the meeting of the shareholders of the Issuer (if necessary) and competent regulatory authority (if any) to authorise its aforementioned actions.

- (c) The obligations of the Issuer under these Conditions, the Debentureholders' Representative Appointment Agreement, the Paying Agent Appointment Agreement and the Registrar Appointment Agreement (as the case may be):
- (1) are legal, valid, binding and enforceable obligations of the Issuer;
 - (2) do not conflict with or are in breach of any undertaking, covenant, representation or any other agreement binding upon the Issuer,
- except to the extent that enforcement thereof may be limited by bankruptcy or other similar laws affecting the enforcement of creditors' rights generally.
- (d) On the Issue Date, these Conditions are lawful and do not conflict with the laws, regulations, rules, standards or any other practices of the regulatory agencies including the ThaiBMA.

6.2 *Affirmative Covenants*

So long as any debt under the Debentures remain outstanding:

- (a) the Issuer shall (i) use its best effort to carry on and conduct its business in an appropriate and efficient manner, (ii) comply with securities and exchange law and other related law, as well as regulations, rules and order issued under the law, and (iii) comply with all terms and conditions stated under these Conditions;
- (b) the Issuer shall promptly send a written notice to the Debentureholders' Representative if it changes its main business objectives, including the change of type and nature of such main business currently conducted as of the Issue Date, except for the introduction of an additional business objectives or the expansion of the scope of business objectives other than the current main business objectives as of the Issue Date;
- (c) the Issuer shall take all action to maintain the Issuer's substantial assets required for the operation of its main business in a good and working conditions, including to repair, restore or replace those assets in order to ensure the continuation of the business operation; in any event, the Issuer may not maintain any obsolete assets if it considers such action is beneficial to its business operation and will not cause a Material Adverse Effect;
- (d) the Issuer shall (1) procure and maintain adequate permits, certificates, approvals, consents and other benefits that are necessary to conduct its main businesses (collectively the "**Permits**") and (2) comply with all requirements and conditions relating to such Permits and take any action in order to ensure that the Permits are in full force and effect;
- (e) the Issuer shall cause or shall procure that the Registrar cause the Debentureholders and the Debentureholders' Representative to be able to inspect or make copies of the Register Book (which is limited to the information of such requesting Debentureholders only in case the request is made by the Debentureholders) or other evidence relating to the issuance of Debentures during normal business hours of the Registrar upon a request of the Debentureholders and/or the Debentureholders' Representative in accordance with the procedures set out by the Registrar;
- (f) the Issuer shall prepare and maintain proper and correct accounts and financial statements, in each case in accordance with internationally accepted accounting principles;
- (g) the Issuer shall supply the document or information listed below to the Debentureholders' Representative within the timeline specified herein and by ways of communication specified in these Conditions or by electronic mail (e-mail) to the e-mail address of the

Debentureholders' Representative indicated in the Debentureholders' Representative Appointment Agreement or otherwise notified in writing by the Debentureholders' Representative to the Issuer. In this regard, the document or information sent by e-mail shall be deemed validly received by the Debentureholders' Representative when a sent confirmation from the Issuer's e-mail is obtained. The Debentureholders' Representative shall cause the documents received from the Issuer for the Debentureholders' inspection at its head office during normal business hours at the expense of the Debentureholders.

- (1) within the Issue Date, counterparts of these Conditions, except for the amendment to these Conditions which is to be supplied within the same timeline specified in Condition 16.2;
- (2) as soon as the same are submitted to the SEC (and in any event within 120 (one-hundred and twenty) days following the end of each of its financial years), copies of the Issuer's audited financial statements for the relevant financial year, and, if applicable, within 30 days from the date the shareholders' meeting certifies amended financial statements, copies of such amended and certified financial statements;
- (3) on the date the same are supplied or published, copies of documents, reports or other information relating to the operation of the Issuer's business, which the Issuer has supplied to the LSCO and/or the SEC or published to the public;
- (4) a written notice informing a cancellation of any Debentures upon a buy-back of such Debentures pursuant to Condition 9.2, on the date the same is supplied to the Registrar pursuant to Condition 9.3;
- (5) credit update report of the Debentures issued by the Credit Rating Agency; and
- (6) a report on the calculation of financial ratio as specified in Condition 6.2(p), which shall be delivered within 15 (fifteen) days from the date on which annual Financial Statements of the Issuer is disclosed, provided that such report shall contain details and calculation method with source of numbers as well as reference.

If the financial statements referred to in (2) are made on consolidated basis, the Issuer shall also send such consolidated financial statements to the Debentureholders' Representative.

If the Issuer makes such information listed in the first paragraph to be published in any sources available for the public (e.g. website of the SEC, the LSCO, the ThaiBMA, the Credit Rating Agency or of the Issuer), it shall be deemed validly given by the Issuer to the Debentureholders' Representative on the date such information has been published by such relevant sources.

If the Debentureholders' Representative considers the document or report supplied by the Issuer to be insufficient or ambiguous, or any additional information should be supplied as necessary or as it may materially affect the rights of the Debentureholders, the Debentureholders' Representative may inform in writing to the Issuer, specifying the rationale for requesting additional information or clarification, and the Issuer must supply those requested information according to the request of the Debentureholders' Representative;

- (h) the Issuer shall pay all taxes assessed against its assets before such taxes become overdue and pay or cause to be paid all monies pursuant to any lawful claim of any kind which if unpaid may operate as a preferential right over other indebtedness, unless such taxes or monies are pending a contest in good faith;

- (i) within 30 (thirty) days upon a necessary and reasonable request of the Debentureholders' Representative, the Issuer shall supply to the Debentureholders' Representative a certificate signed by the Issuer's authorised signatory(s) (either an authorised director or an attorney) certifying that:
 - (1) the Issuer has examined its operations and its performance of obligations under these Conditions during the past financial year; and
 - (2) the Issuer has duly complied with its obligations under these Conditions, and from Issue Date or the date of the preceding certificate issued pursuant to this Condition 6.2(i), there is no Event of Default which is continuing or Potential Event of Default and no litigation or arbitration proceedings are pending which, if adversely determined, might have a Material Adverse Effect unless those already disclosed to the Debentureholders' Representative (or if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it (if any));
- (j) the Issuer shall promptly send a written notice signed by authorised director or authorised person to the Debentureholders' Representative and the ThaiBMA upon the occurrence of:
 - (1) any event which incurs damage to the Issuer which might cause the Issuer not to be able to pay all of its indebtedness or perform its obligations under these Conditions;
 - (2) a damage to the Issuer's assets which is material to its operation of business which might have a Material Adverse Effect, or a cessation of all or substantial part of its business;
 - (3) any change to the Issuer's constitutional documents such as the memorandum of association or the article of association, which is evident of Material Adverse Effect.
 - (4) any declaration of moratorium on the payment of debts, or negotiation with one or more creditors of the Issuer for the purpose of debt restructuring in order to grant waiver on the payment of debts, which the Issuer is not able to pay;
 - (5) any event which constitutes an Event of Default or the Potential Event of Default under these Conditions, together with the steps, if any, being taken or propose to take to remedy it;
 - (6) any litigation or arbitration proceedings instituted against the Issuer which, if adversely determined, might have a Material Adverse Effect to the Issuer's ability to perform its obligations under these Conditions.
- (k) the Issuer shall not apply proceeds derived from the issuance of Debentures for any purposes other than as indicated in the prospectus.

Any change to the utilization of proceeds derived from the issuance of Debentures shall be as follows:

- (1) in the case of any change which has no material effect

The Issuer shall obtain approval from its board of directors and disclose the change to the SEC via the SEC's website. In this regard, the change which has no material effect includes:

- (1.1) change to the allocation of amounts between items that have been disclosed in the prospectus;

- (1.2) change to the time period for the utilization of proceeds that has been disclosed in the prospectus;
- (1.3) change of the purpose of utilization of proceeds that has not been disclosed in the prospectus, which falls under any of the following conditions:
 - (1.3.1) utilization of proceeds is related to the business disclosed in the prospectus and the amount of the change does not exceed 30 (thirty) percent of the total amount derived from the issuance of the Debentures;
 - (1.3.2) any cases other than (1.3.1), the amount of the change does not exceed 15 (fifteen) percent of the total amount derived from the issuance of the Debentures.
- (2) in the case of any change which has a material effect

The Issuer shall obtain approval from the Debentureholders' meeting.

- (l) within the next Business Day upon a request of the Debentureholders' Representative, the Issuer shall procure the Registrar to supply with names and addresses of the Debentureholders together with numbers of Debentures held by each Debentureholders according to the information which is available or in possession of the Issuer or the Registrar, obtained from the record in the Register Book at the closing of business hours of the date the Debentureholders' Representative has requested as such unless the Debentureholders' Representative has requested for or agreed to accept the information obtained from other longer point in time;
- (m) if it is necessary to replace the Debentureholders' Representative or the Registrar, the Issuer shall use its best endeavors to procure another person to be appointed as replacement Debentureholders' Representative or replacement Registrar, as the case may be, as soon as reasonably practicable. In case of replacement of the Debentureholders' Representative, the Issuer shall appoint the replacement Debentureholders' Representative within 90 (ninety) days from the date on which there is an event which requires the replacement of the Debentureholders' Representative pursuant to Condition 16.2, and procure that the replaced Debentureholders' Representative or Registrar (as the case may be) inform all Debentureholders of such replacement, specifying the name and address of the newly appointed Debentureholders' Representative or Registrar (as the case may be);
- (n) the Issuer shall apply for the registration of the Debentures with ThaiBMA and shall maintain the Debentures as securities registered with ThaiBMA until all the Debentures are fully redeemed.
- (o) the Issuer shall arrange for the assignment of a credit rating to itself and/or the Debentures by the Credit Rating Agency and the Issuer will procure that a credit rating by the Credit Rating Agency is assigned to itself and/or the Debentures throughout the term of the Debentures. For the avoidance of doubt, the credit rating for the Debentures is not provided as an investment advice to buy, sell or hold any of the Debentures offered. Such credit rating may be changed or withdrawn at any time by the Credit Rating Agency.
- (p) the Issuer shall maintain the Debt to Equity ratio of not exceeding 3:1 (three to one) as at the end of its fiscal year period, which information as appeared in the Financial Statements.

For the purpose of this Condition 6.2 (p);

"Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement.

"Equity" means the aggregate of total shareholders' equity, long-term loans from related companies and accrued interest expenses as set out in the relevant Financial Statement.

"Financial Statement" means audited financial statements of the Issuer referred to in Condition 6.2 (g)(2), which are prepared in accordance with International Accounting Standard.

6.3 *Negative Covenants*

So long as any debt under the Debentures remain outstanding:

- (a) the Issuer shall not create, grant or permit to subsist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("**Security**") over any of its existing or future-acquired revenue or assets material to its business undertakings, except for the Security created, granted or permitted to subsist under the following exemptions:
 - (1) any Security created, granted or permitted by the Issuer before the Issue Date;
 - (2) any lien arising by operation of law and in the ordinary course of business such as retention of title;
 - (3) any Security created, granted or permitted pursuant to the conditions set as part of the application for or agreement of the concession, permit, consent, approval or any other rights, which are issued, granted or entered into by or with any government entity;
 - (4) any Security created, granted or permitted by the Issuer with prior approval or consent from the Debentureholders' meeting or the Security created, granted or permitted with the Issuer's arrangement for the Debentureholders' rights in such Security to be in the same ranking with other grantees of such Security and to be entitled to repayment from such Security *pari passu* with other grantees of such Security; or
 - (5) any Security created, granted or permitted by the Issuer in the ordinary course of business to secure any obligation other than the Borrowed Money in an aggregate amount not exceeding 500 (five hundred) million baht at any time.
- (b) in the event that a default is made on the payment of any amount of principal or any interest or any other sum in respect of any Debentures, the Issuer shall not make or pay any dividend so long as such default has not been remedied, unless approval is obtained from the Debentureholders' meeting;
- (c) the Issuer shall not sell or dispose of any property or asset whether in whole or in part which is material to the business operation of the Issuer, except for such sales or disposals that do not have Material Adverse Effect or are in the normal course of business of the Issuer; and
- (d) the Issuer shall not enter into any amalgamation, merger, demerger or transfer substantial part or all of its shares or assets for the purpose of amalgamation or merger (collectively the "**Merger**"), except for the Merger, with prior notice to the Debentureholders' Representative before undertaking any action for the Merger, wherein (1) no Event of

Default is constituted and continues, and (2) the Issuer is the surviving entity, or the Merger results in the whole business of the Issuer being transferred to another juristic person and the Issuer's obligations under the Debentures continues in full force and effect and binding on such juristic person, and (3) the Merger will not have a Material Adverse Effect.

7. INTEREST

7.1 *Interest Rate and Interest Payment*

Interest on the Debentures at the interest rate stated under Condition 2 shall be payable in arrears to each Debentureholder on the Interest Payment Date.

7.2 *Interest Calculation*

The amount of interest payable in respect of any Debenture for any Interest Period shall be calculated by multiplying (a) the product of the principal amount outstanding on each unit of the Debentures as at the first day of such Interest Period and the relevant Interest Rate applicable thereto by (b) the number of days in respect of that Interest Period and dividing by 365 (three hundred and sixty-five), and rounding the resulting figure to 6 (six) decimal places (in case the 7th (seventh) decimal place is equivalent to or more than 5 (five), the 6th (sixth) decimal place shall be rounded up one decimal).

In respect of the final Interest Payment Date, the calculation of interest shall be subject to Condition 8.2.

7.3 *Default Interest*

- (a) Upon a default on any payment by the Issuer under these Conditions, if any payment of any principal amount due is improperly withheld or refused on the Maturity Date or any accelerated payment date, the Default Interest Rate shall be charged on any unpaid amount of principal from (and including) the due date until (but excluding) the date on which the Issuer makes a full payment, irrespective of whether or not the Debentureholders' Representative has notified the Issuer or declared default as specified in Condition 12.2 or the Acceleration Notice is delivered to the Issuer pursuant to Condition 12.3.
- (b) In such event, Condition 7.2 shall apply *mutatis mutandis* and the Interest Rate used in Condition 7.2 shall be replaced by the Default Interest Rate.

8. PAYMENTS OF PRINCIPAL AND INTEREST

8.1 *Payment Methods*

- (a) **Principal Payment:** Principal due on the Maturity Date will be payable by the Issuer through the Registrar to the Debentureholders whose names appear in the Register Book at end of the Record Date or, with respect to persons whose Debentures are deposited with TSD, the persons whose names appear on the list of owners of the Debentures maintained by TSD. Payments of principal on each Debenture will be made to the Debentureholder by means of: (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand as informed in the subscription form or in writing by the Debentureholders to the Registrar at least 15 (fifteen) Business Days prior to the relevant payment date or no later than the Closing Date, or (ii) such other method as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar. A Debentureholder is not required to surrender its Debenture Certificate to the Registrar, except where there is any doubt or objection relating thereto, the Registrar or the Issuer may request the Debentureholder for his Debenture Certificate to be inspected and surrendered.
- (b) **Interest Payment:** Interest due on any Interest Payment Date will be payable by the Issuer through the Registrar to the Debentureholders whose names appear in the Register Book at

end of the Record Date or, with respect to persons whose Debentures are deposited with TSD, the persons whose names appear on the list of the owners of the Debentures maintained by TSD. Payments of interest on each Debenture will be made to the Debentureholder by means of: (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand as informed in the subscription form or in writing by the Debentureholders to the Registrar at least 15 (fifteen) Business Days prior to the relevant payment date or no later than the Closing Date, or (ii) such other method as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar. A Debentureholder is not required to surrender its Debenture Certificate to the Registrar, except where there is any doubt or objection relating thereto, the Registrar or the Issuer may request any Debentureholder for his Debenture Certificate to be inspected and surrendered.

8.2 ***Time of Payment and Non-Business Days***

The Issuer shall make payment under these Conditions to Debentureholders within 5:00 p.m. of the relevant payment due date. If any payment date under these Conditions (including, but not limited to the Maturity Date and the Interest Payment Date) falls on a day that is not a Business Day, the relevant amount due and payable shall be paid on the next Business Day (and no interest shall be calculated with respect to any such postponement except for the final Interest Payment Date), with the same force and effect as if made on the original payment date. In respect of the final Interest Payment Date, interest shall accrue in accordance with these Conditions until, but excluding, the actual date of payment.

8.3 ***Distribution of payments***

All amounts paid by the Issuer upon the occurrence of Event of Default shall be applied in the following order of priority:

- (a) first, in payment of all reasonable costs and expenses, and liabilities incurred by the Debentureholders' Representative in performing its duties and obligations in respect of the Debentures, including the costs and expenses relating to the enforcement of payment under the Debentures.
- (b) secondly, the interest of the Debentures (if any) accrued and unpaid up to the date of payment;
- (c) thirdly, the outstanding amount of the principal of the Debentures; and
- (d) fourthly, the balance (if any) to be paid to the Issuer, without unreasonable delay.

9. **REDEMPTION AND REPURCHASE OF DEBENTURES**

9.1 ***Redemption***

Unless previously redeemed, purchased or cancelled, each unit of the relevant Debentures shall be redeemed at its outstanding principal amount on the Maturity Date, together with interest accrued thereon up to (but excluding) the Maturity Date.

9.2 ***Purchase by the Issuer***

The Issuer may at any time purchase the Debentures in any secondary market or otherwise and at any price. If the Issuer makes a general tender offer to buy back the Debentures, the Issuer must buy back the Debentures from all the Debentureholders who have tendered their intention to sell the Debentures, on a pro rata basis.

9.3 **Cancellation**

Debentures that are redeemed or purchased by the Issuer must be cancelled and may not be re-issued or resold. The Issuer must inform the Registrar of the Debentures purchased by it so that the Registrar shall cancel such Debentures. The Issuer will also file a report on the buy-back of the Debentures by it to Debentureholders' Representative, ThaiBMA, and the SEC as required by applicable laws and regulations.

10. **TAXATION**

10.1 Notwithstanding Condition 10.2 below, payment under the Debentures will be subject to withholding tax in Thailand according to the Thai tax laws and the Issuer will not be required to gross-up such Thai withholding tax.

10.2 Payment by the Issuer under the Debentures issued hereunder shall be exempted from any and all taxes in the Lao PDR by virtue of the Concession Agreement.

11. **PRESCRIPTION**

Claims in respect of the principal and interest of the Debentures shall become unenforceable unless the Debentures are presented for payment within a period of 10 (ten) years from the relevant payment date in the case of principal and 5 (five) years from the relevant payment date in the case of interest.

12. **EVENTS OF DEFAULT**

12.1 The occurrence of any of the following events shall constitute an event of default (each, an "**Event of Default**") under the Debentures:

- (a) a failure to pay on the due date any amount payable by the Issuer under these Conditions; unless such failure to pay principal or interest is due to a delay and/or fault in the funds transfer system which is beyond the Issuer's control, and the Issuer can prove to the satisfaction of the Debentureholders' Representative that the Issuer has transferred the amount equivalent to such principal or interest or other sum within the due date but the Debentureholders have not received such payment due to circumstances that the Issuer is not at fault or by force majeure or any other event beyond the control of the Issuer, and the Issuer has arranged for the Debentureholders to receive payment of principal or interest or other sum in full within 7 (seven) Business Days from the relevant due date (as the case may be);
- (b) the financial covenant in Condition 6.2 (p) is breached;
- (c) the Issuer fails to perform or comply with any provision under these Conditions other than those set out in paragraph (a) above (except where such default is, in the opinion of the Debentureholders' Representative capable of remedy) and such failure is not remedied within 30 (thirty) Business Days of the earlier of: (i) a notice of such failure being sent to the Issuer by the Debentureholders' Representative or Debentureholder(s) whose individual or aggregate holding amounts to no less than 25 (twenty-five) per cent of the aggregate total outstanding principal amount of all the Debentures;
- (d) the Issuer fails to pay any indebtedness for Borrowed Money, having an aggregate nominal amount of more than 1,000 (one thousand) million baht (or the equivalent in any other currency or currencies) when it becomes due and payable (following the giving of such notice, if any, as is required under the document governing such indebtedness and as extended by any applicable grace period) or such indebtedness has been declared to be prematurely due and payable due to a default by the Issuer;

- (e) the Issuer is subject to any final court judgments or final arbitral awards rendering it to make payment in an aggregate amount at any time exceeding 1,000 (one thousand) million baht or its equivalent in other currency or currencies, whether on one or several occasions, unless the Issuer can prove to the satisfaction of the Debentureholders' Representative or the Debentureholders' meeting that it is capable of paying such amount in accordance with such final judgments or final arbitral awards, and such payment will not cause a Material Adverse Effect;
- (f) the Issuer becomes bankrupt or insolvent, or is under a receivership order, or a petition is filed for its reorganization under the relevant law, or any lawful order and the Issuer remains in such state, or such petition has not been discharged, stayed or dismissed, within a period of 90 (ninety) days from the date of commencement;
- (g) any expropriation, attachment, sequestration, distress or execution affects any existing, future acquired, or any part or all of the revenue or asset(s) of the Issuer, which could cause a Material Adverse Effect, except for any of such actions which the Issuer is disputing in good faith and is under consideration of a court of competent jurisdiction (for so long as there is no final judgement in relation to the dispute) shall not constitute an Event of Default;
- (h) (1) the Issuer shall cease to carry on the whole or substantially the whole of its business whether temporarily or permanently, which might have a Material Adverse Effect; or (2) effective order or resolution is issued or passed (as the case may be) for its winding-up or dissolution, or (3) the Issuer makes a public announcement of its intention to go into dissolution, or (4) the Issuer is in liquidation process; however, no Event of Default is constituted if (i) the cessation of the Issuer's business is a result of the Issuer's reorganisation, or the merger and the amalgamation whose conditions expressly provide that all obligations of the Issuers under the Debentures shall be transferred to the remaining entity, and (ii) the Debentureholders' Representative, under its own discretion based on the fact then known to it, considers that such cessation of business may not affect the right of the Debentureholders to be paid under the Debentures;
- (i) one or several material obligations or the performance of its obligations as provided in these Conditions is not legally binding;
- (j) the Issuer makes any declaration of moratorium on the payment of debts or negotiation with one or more creditors of the Issuer for the purpose of debt restructuring or the waiver on the payment of debts, which the Issuer is not able to pay, including postponing or changing the repayment schedule, any adjustments in relation to its debt of any type, (or in relation to a part of its debts which the Issuer may not be able to pay when it is due), or the Issuer proposes or makes an agreement, transfer of rights, or compromise agreement for the benefit of the creditors in relation to any debts of the Issuer, which the Issuer may not be able to pay when it is due.

12.2 If any Event of Default occurs, the Debentureholders' Representative may use its sole discretion as it deems appropriate requesting the Issuer to make payment under the Debentures or institute legal proceedings against the Issuer, or the Debentureholders' Representative may call a Debentureholders' meeting within 45 (forty five) days from the date it has become aware of an Event of Default to request a resolution to enforce payments under the Debentures from the Issuer or institute legal proceedings against the Issuer.

If any damage occurs, the Debentureholders' Representative will make a claim for such damages on behalf of all Debentureholders within 90 (ninety) days from the date such right may be exercised.

In this regard, the Debentureholders' Representative must send a demand notice ("**Notice of Demand**") to the Issuer within 45 (forty-five) days from the date it is aware of an Event of Default or the date of the resolution of the Debentureholders' meeting.

12.3 Without prejudice to Condition 12.2, if

- (a) there is an occurrence of an event in Condition 12.1(f), Condition 12.1(h)(2), 12.1(h)(3) or 12.1(h)(4), or Condition 12.1(i);
- (b) there is an occurrence of an Event of Default other than those specified in Condition 12.3(a), which
 - (1) the Debentureholders' Representative, within its discretion, deems appropriate within 15 (fifteen) days after it becomes aware of an Event of Default, unless the Debentureholders' Representative has sent a notice calling the Debentureholders' meeting according to Condition 12.3(b)(3) within 15 (fifteen) days from the date it becomes aware of an Event of Default; or
 - (2) the Debentureholders' Representative has received a notice in writing from one or more Debentureholder(s) together holding not less than 50 (fifty) percent of the total outstanding principal amount of the Debentures; or
 - (3) the Debentureholders' Representative has received a resolution of the Debentureholders' meeting, whereby the Debentureholders' Representative must call the Debentureholders' meeting within 45 (forty-five) days from the date it becomes aware of an Event of Default.

the Debentureholders' Representative shall deliver a notice to the Issuer to demand all payment under the Debentures, which is yet to be immediately due and payable, and specifying an Event of Default that has occurred ("**Acceleration Notice**") within 5 (five) Business Days from the date it has become aware of an Event of Default specified in Condition 12.3(a) or from the end of the discretion period specified in Condition 12.3(b)(1) or from the date of receipt of notice specified in Condition 12.3(b)(2) or from the date of the Debentureholders' meeting specified in Condition 12.3(b)(3), as the case may be.

If an Event of Default is continuing until the date the Acceleration Notice has been delivered or deemed delivered to the Issuer, all payment under the Debentures which was yet to be immediately due and payable are deemed immediately due and payable. The Issuer shall pay the principal amount together with all accrued interest under these Conditions to the Debentureholders within the time specified by the Debentureholders' Representative in the Acceleration Notice to the Issuer to make such payment. In the case where the Issuer defaults in payment of any amount to any Debentureholder, if not evidenced apparently otherwise or proved clearly to the contrary, it shall be presumed that such default in payment have occurred to all Debentures.

12.4 Once the Debentureholders' Representative has delivered the Notice of Demand in Condition 12.2 or the Acceleration Notice in Condition 12.3,

- (a) the Debentureholders' Representative must take action to cause the Issuer to pay all debts that remain outstanding and unpaid under the Debentures as soon as practicable, including taking any legal proceedings against the Issuer to the extent permitted by law; and
- (b) each Debentureholder will be entitled to institute legal proceedings against the Issuer directly to enforce its rights under the Debentures only if debts under the Debentures remain unpaid to it after the expiration of the Acceleration Notice given by the Debentureholders' Representative under Condition 12.3, and, at the time the Debentureholder institutes such legal proceeding, the Debentureholders' Representative has not yet institute legal proceedings against the Issuer to enforce repayment thereof by the Issuer.

13. MEETINGS OF DEBENTUREHOLDERS

- 13.1 The Issuer or the Debentureholders' Representative shall be entitled to call a Debentureholders' meeting at any time. The Debentureholders' Representative shall promptly convene a Debentureholders' meeting:
- (a) within 30 (thirty) days from its receipt of a written request from one or more Debentureholder(s) together holding not less than 25 (twenty-five) percent of the total outstanding principal amount of the Debentures; or
 - (b) as soon as possible after the Debentureholders' Representative has become aware of an occurrence of any of the following events:
 - (i) an Event of Default has occurred and no Notice of Demand or Acceleration Notice has been sent to the Issuer as specified in Condition 12.2 or Condition 12.3;
 - (ii) a proposal to amend material terms of these Conditions has been made pursuant to Condition 16.1;
 - (iii) an appointment of a new Debentureholders' Representative is required except in the case where the Issuer has sent a notice to the Debentureholders requesting their approval for the appointment of the new Debentureholders' Representative pursuant to Condition 15.3(b); or
 - (iv) there is a significant event that, in the opinion of the Issuer or one or more of the Debentureholder(s) holding not less than 25 (twenty-five) percent of the total outstanding principal amount of the Debentures (via notice to the Debentureholders' Representative) may affect the Debentureholders' interests or the Issuer's ability to comply with these Conditions.
- 13.2 A resolution duly passed at a duly convened meeting of the Debentureholders shall be binding upon all Debentureholders, whether or not present at the meeting. The rules and procedures for convening and conducting a meeting of the Debentureholders are as set out in Annex B to these Conditions.
- 13.3 The Debentureholders' Representative may adopt a resolution without holding a Debentureholders' meeting if Debentureholders approve the action by placing their signatures on a copy of the text of the resolution. Any such resolution shall be effective and duly bind all the Debentureholders (regardless of whether or not a Debentureholder has executed or accepted such resolution) when it has been signed by the Debentureholders holding the aggregate number of votes required to pass such resolution in accordance with Clause 6 of Annex B to these Conditions, provided that the counting of the number of votes is based on the total outstanding amount of the Debentures. The duly signed copy or copies of the resolution shall be delivered to the Debentureholders' Representative within a reasonable period of time as determined by the Debentureholders' Representative and placed in the minutes of the Debentureholders' meeting with a copy to the Registrar and the Issuer.
- 13.4 If there is only 1 (one) Debentureholder, a written resolution, duly signed by such Debentureholder, shall be treated as a resolution of a Debentureholders' meeting without having to hold a Debentureholders' meeting.
- 13.5 Any meeting of the Debentureholders under these Conditions shall be a joint meeting between the Debentureholders of all tranches of Debentures using a joint quorum and resolution, unless the subject matter for which the resolution is required affects the holders of a particular tranche of Debentures, in which case a quorum and resolution of the relevant Debentureholders shall be required.

- 13.6 The Issuer shall be responsible for all reasonable costs and expenses incurred in connection with the convening and holding of any meeting of the Debentureholders, but, for avoidance of doubt, excluding personal expense of each Debentureholders.

14. POWERS, DUTIES AND RESPONSIBILITIES OF THE DEBENTUREHOLDERS' REPRESENTATIVE

- 14.1 The Debentureholders' Representative shall act in good faith and shall be bound to exercise the degree of care usually required from a person performing the business of the Debentureholders' Representative. The Debentureholders' Representative shall not be responsible to the Debentureholders for any damages arising from the performance or non-performance of its obligations, except those arising from willful misconduct, gross negligence and/or bad faith in the performance of its obligations as provided in these Conditions, in the Debentureholders' Representative Appointment Agreement or in any applicable law. Without prejudice to the immediately preceding sentence, the Debentureholders' Representative shall not be responsible for any loss or damage arising from actions taken in accordance with the resolution of the Debentureholders' meeting.

- 14.2 The Debentureholders' Representative shall duly perform and comply with its powers and duties which are prescribed by the relevant laws and the SEC regulations as powers and duties of a representative of Debentureholders appointed by virtue of the SEC's notification and as specified in the Debentureholders' Representative Appointment Agreement, including those powers and duties under these Conditions. The Debentureholders' Representative's powers, duties and responsibilities include (but are not limited to) the following:

- (a) to act in accordance with these Conditions and the Debentureholders' Representative Appointment Agreement and in the case where the Debentureholders' Representative has the right to exercise its discretion to act under these Conditions, the Debentureholders' Representative may at liberty use its discretion by upholding the interest of the Debentureholders as the main objective;
- (b) to enter into an agreement with the Issuer in respect of the following matters without having to first obtain consent from a meeting of the Debentureholders:
 - (i) amending or modifying these Conditions and/or any agreement relating to the Debentures in any respect that the Debentureholders' Representative deems to be beneficial to the Debentureholders or in a manner that would not prejudice the Debentureholder's rights;
 - (ii) amending or modifying these Conditions and/or any agreement relating to the Debentures in order to correct any manifest errors or to ensure they are in line with the relevant law and regulations; and
 - (iii) providing a waiver or exemption in respect of any event specified in Condition 12.1 at any time, the occurrence of which would otherwise require the Debentureholders' Representative to proceed in accordance with Condition 12.2, Condition 12.3 and/or Condition 12.4 if the Debentureholders' Representative considers that such waiver or exemption is appropriate, taking into account the interest of the Debentureholders as its main concern.
- (c) to receive and keep in custody the original documents and assets including security (if any) which the Debentureholders' Representative must receive or hold for the benefit of all Debentureholders in connection with the performance of its duties under these Conditions and the Debentures;

- (d) to convene meetings of Debentureholders as required under these Conditions and to attend all meetings of the Debentureholders and to give its opinions to the meetings on suitable courses of action in cases where the Issuer fails to comply with these Conditions or in other cases which are or might be prejudicial to the interests of the Debentureholders;
 - (e) to consider any information, documents, reports received, specifying whether the Issuer is in non-compliance with these Conditions or there is an Event of Default, as well as to monitor the Issuer's and compliance with, and performance of, its obligations under these Conditions and promptly notify the Debentureholders if an Event of Default has occurred, discovered, informed or notified by the Issuer. Also, to promptly make a report to the Debentureholders on important matters which have been carried out pursuant to the powers and duties of the Debentureholders' Representative;
 - (f) to promptly make a report to the Debentureholders on important matters which have been carried out pursuant to the powers and duties of the Debentureholders' Representative;
 - (g) to facilitate the inspection by the Debentureholders, at the principal office of the Debentureholders' Representative during its normal office hours, of copies of the Financial Statements, these Conditions, the Debentureholders' Representative Appointment Agreement, the Registrar Appointment Agreement, the Paying Agent Appointment Agreement and other reports provided by the Issuer to the Debentureholders' Representative; and
 - (h) in the event that the Debentureholders' Representative is for any reason disqualified from acting in its capacity as Debentureholders' Representative, and such disqualification is not cured within 60 (sixty) days from the date being so disqualified, to immediately inform the Issuer in writing of such disqualification upon the expiration of that period, in order for the Issuer to nominate a person to be appointed as the Debentureholders' Representative, and convene a Debentureholders' meeting pursuant to Condition 13.1(b)(iii) without delay.
- 14.3 The Debentureholders' Representative shall perform its duties and obligations in good faith for the interest and benefit of the Debentureholders as could be expected from a professional entity acting as a debentureholders' representative in accordance with these Conditions, the Debentureholders' Representative Appointment Agreement and all applicable laws. The Debentureholders' Representative shall not be liable to any person for damages arising from its acts in reliance upon affidavits issued by authorized directors of the Issuer, or opinions, recommendations or information supplied by experts given specifically to the Debentureholders' Representative, if the Debentureholders' Representative acts in good faith with such level of duty and care as can be expected from a professional entity acting as a debentureholders' representative even if it appears later that such recommendation, opinion, advice or information is faulty or false.
- 14.4 Any material amendment or modification of the Debentureholders' Representative Appointment Agreement which may adversely affect any interest and benefit of the Debentureholders must be approved in advance by a meeting of the Debentureholders.
- 14.5 The Debentureholders' Representative has the right to require the Issuer to compensate any expenses incurred by the Debentureholders' Representative for its performance under these Conditions or has the right to demand the Issuer to comply with these Conditions for the benefits of the Debentureholders, including the expenses in relation to legal proceedings and hiring consultants and experts.

15. APPOINTMENT AND REMOVAL OF THE DEBENTUREHOLDERS' REPRESENTATIVE

- 15.1 The Issuer has appointed Bank of Ayudhya Public Company Limited, with the principal office and e-mail address specified in the Debentureholders' Representative Appointment Agreement, to serve as the Debentureholders' Representative who is independent and is in full compliance with the qualifications of applicable law and such appointment has been approved by the SEC and the Debentureholders are deemed to have consented to the Issuer's appointment of Bank of Ayudhya Public Company Limited as the Debentureholders' Representative.
- 15.2 The Debentureholders' Representative shall be replaced if:
- (a) it is not qualified and/or has conflicts of interest to serve as the Debentureholders' Representative pursuant to the regulations of the Capital Market Supervisory Board, the Securities and Exchange Commission and the SEC and such lack of qualification cause the SEC to prohibit it from acting as the Debentureholders' Representative or suspend or revoke it from the list of persons who are qualified to act as a Debentureholders' Representative and/or the conflicts of interest are not waived by the SEC;
 - (b) a Debentureholders' meeting passes a resolution to terminate the appointment of the Debentureholders' Representative due to its negligent performance or failure to perform its duties;
 - (c) the Debentureholders' Representative is in breach of any provision of the Debentureholders' Representative Appointment Agreement or these Conditions and such breach has not been remedied within 30 (thirty) days from the date the Issuer or any one or more of the Debentureholders holding together at least 25 (twenty-five) percent of the total outstanding principal amount of the Debentures sends a written notice to the Debentureholders' Representative demanding such remedy; and
 - (d) the appointment of the Debentureholders' Representative is terminated in accordance with the Debentureholders' Representative Appointment Agreement.
- 15.3 Upon the occurrence of any events resulting in replacement of the Debentureholders' Representative, the Debentureholders' Representative or the Issuer shall proceed in accordance with either of the following:
- (a) call a meeting of the Debentureholders to pass a resolution approving a replacement of the Debentureholders' Representative, and appoint another person nominated by the Issuer to assume the duties of the Debentureholders' Representative; or
 - (b) issue a notice to all Debentureholders requesting approval for the appointment of the new Debentureholders' Representative, and if such request is not rejected in writing by Debentureholders holding more than 10 (ten) percent of the total outstanding principal amount of the Debentures within 30 (thirty) days from the date of such notice, it shall be deemed that all Debentureholders approve the appointment of the new Debentureholders' Representative.

The existing Debentureholders' Representative shall in any event continue to perform its duties and functions in order to protect the Debentureholders' interests under these Conditions until the new Debentureholders' Representative is legally appointed in accordance with these Conditions, applicable laws and regulations.

- 15.4 If the Debentureholders' Representative is replaced, the Issuer and/or the new Debentureholders' Representative, as the case may be, shall, if required by applicable laws and regulations, apply for approval from the SEC. After the Issuer has appointed the new Debentureholders' Representative, the Issuer shall notify each Debentureholder in writing of such appointment within 30 (thirty) days from the date thereof and the Debentureholders' Representative who has been terminated shall promptly hand over all assets, information and documents currently held by it to the new Debentureholders' Representative and shall fully co-operate with the new Debentureholders' Representative so as to ensure an orderly transition and the proper performance and assumption of duties by the new Debentureholders' Representative.

16. AMENDMENT TO THESE CONDITIONS

- 16.1 Except as specified in Conditions 3.6(b), Conditions 14.2(b)(i) and 14.2(b)(ii), any amendment to these Conditions requires the approval of the Issuer and the Debentureholders' meeting in accordance with Annex B to these Conditions.
- 16.2 The Issuer shall deliver the amended Conditions to the Registrar and the Debentureholders' Representative and shall deliver, or cause the Registrar or the Debentureholders' Representative to deliver copies of such amended Conditions and other relating document(s) (if any) to the SEC and ThaiBMA within 15 (fifteen) days from the effective date of such amendment and to the Debentureholders upon written request.

17. REPLACEMENT OF DEBENTURE CERTIFICATES

If a Debenture Certificate is lost, stolen, mutilated, defaced, destroyed or damaged in any manner, the relevant Debentureholder whose name appears in the Register Book shall be entitled to request that the Registrar issue a replacement certificate, subject to the payment of reasonable fees and expenses to the Registrar for the replacement certificate and the delivery of relevant documents reasonably required by the Registrar. Mutilated or defaced Debenture Certificates must be surrendered before replacements will be issued. The Registrar shall issue a replacement Debenture Certificate to the Debentureholder within 14 (fourteen) Business Days from the date of the Registrar's receipt of the request and other documents required by it and the Registrar shall record in the Register Book the cancelled Debenture Certificates.

18. NOTICES

- 18.1 Notices to Debentureholders and the Debentureholders' Representative
- (a) Notices to Debentureholders will be deemed to be validly given if sent by registered mail (or the equivalent) or (if posted to an overseas address) by courier to the address of the Debentureholder specified in the Register Book or, with respect to persons whose Debentures are deposited with TSD, to the address specified by TSD for such Debentureholder; and
 - (b) Notices to the Debentureholders' Representative shall be validly given if sent to the address or fax number of the Debentureholders' Representative specified in the Debentureholders' Representative Appointment Agreement except for the communication pursuant to Condition 6.2 (g) which may be by e-mail.
- 18.2 Neither the failure to give notice nor any defect in any notice given to any particular Debentureholder shall affect the sufficiency of any notice with respect to other Debentureholders.

18.3 Notices to the Issuer

Notices to the Issuer shall be validly given if sent to the address or fax number of the Issuer or the Issuer's Representative as specified below (or as otherwise notified from time to time to the Debentureholders' Representative):

THE ISSUER

Xayaburi Power Company Limited

Address: 215 Lane Xang Avenue, Ban Xieng Yuen,
Chanthabouly District, Vientiane, Lao PDR
Telephone: +856-21 251-718
Fax: +856-21 215 500
Attention: Managing Director

THE ISSUER'S REPRESENTATIVE IN THAILAND

The Legists Group Ltd.

Address: 990 Abdulrahim Place, 9th Floor, Room No. 901-1,
Rama IV Road, Silom, Bangrak, Bangkok 10500
Telephone: +66 2 636 1111
Fax: +66 2 636 0000
Attention: Mr. Nopadol Intralib

18.4 Any communication made or delivered by one person to another under these Conditions will only be effective:

- (i) if sent by fax, when a transmission report showing the successful transmission of the facsimile is received by the sender;
- (ii) if sent by registered mail, 7 (seven) days after the dispatch;
- (iii) if sent by courier, 48 (forty-eight) hours from the date of delivery to the courier service; or
- (iv) if sent by electronic mail, when a sent confirmation from the sending party's e-mail is obtained.

18.5 All notices and communications to be made to the Issuer in relation to the Debentures and these Conditions shall be made in the English language, unless as otherwise required under the applicable laws or any other agreement, in which case an English translation thereof shall be provided to the Issuer.

18.6 All information to be delivered or submitted to the Debentureholders' Representative by the Issuer pursuant to these Conditions shall be made in Thai or English language.

19. THE ISSUER'S REPRESENTATIVE IN THAILAND

The Issuer has appointed The Legists Group Ltd., whose address is specified in Condition 18.3 as its representative in Thailand for the purposes of (i) receiving writs, summons, letters, orders or any other documents relating to the Debentures in Thailand on behalf of the Issuer; and (ii) contacting relevant government authorities relating the issue and offer of the Debentures in Thailand on behalf of the Issuer. If, for any reason, the existing Issuer's Representative ceases to act as the Issuer's representative in Thailand or ceases to be registered in Thailand, the Issuer must forthwith appoint a new Issuer's Representative and inform the Debentureholders' Representative and the Registrar of the appointment of such new Issuer's Representative together with its contact details as soon as

practicable. In such case, the Issuer agrees to procure that the existing Issuer's Representative shall continue to perform its duties as specified above until a new Issuer's Representative is appointed. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

20. CURRENCY INDEMNITY

20.1 The Issuer shall make payment in respect of any sum payable under these Conditions in Baht. If any sum is due from the Issuer under these Conditions (a "**Sum**"), or any order, judgment or award given or made in any jurisdiction in relation to a Sum, has to be converted from Baht (the "**First Currency**") in which that Sum is payable into another currency for the purpose of:

- (a) making or filing a claim or proof against the Issuer, including the winding-up of the Issuer; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Issuer shall as an independent obligation, within 7 (seven) Business Days of demand, indemnify the Debentureholder(s) to whom that Sum is payable against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into such another currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

20.2 The indemnity specified under this Condition 20 shall constitute separate and independent obligations from the other obligations contained herein, shall give rise to a separate and independent cause of action, and shall apply irrespective of any indulgence granted by any Debentureholder from time to time, and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any such judgment or order, to the fullest extent permitted by applicable laws.

21. OTHER CONDITIONS

21.1 To the extent of discrepancy or inconsistency between any provision of these Conditions and any laws or notification or regulations applicable to the Debentures, including the regulations of the ThaiBMA, the provisions of such laws or notifications applicable to the Debentures shall supersede only the parts of these Conditions which give rise to such discrepancy or inconsistency.

21.2 No failure to exercise, nor any delay in exercising, nor any partial exercise, on the part of a party, any rights or remedies shall operate as a waiver thereof, or preclude any further or other exercise or the exercise of any other rights or remedies.

21.3 A waiver from compliance with these Conditions given to the Issuer for any breach under these Conditions, whether given by the Debentureholders' Representative or the resolution of the Debentureholders meeting shall be deemed effective from the time the Debentureholders' Representative notify the Issuer in accordance with the notification method specified in these Conditions or when there is a resolution of the Debentureholders' meeting. Accordingly, such breach shall be deemed never happened and can no longer be raised against the Issuer, unless rights are reserved or there are explicit conditions or time limit to such waiver, which the Issuer has been notified together with the above notice or when there is a resolution of the Debentureholders' meeting.

22. GOVERNING LAW AND JURISDICTION

22.1 These Conditions and the Debentures shall be governed by and construed in accordance with the laws of Thailand. To the extent of discrepancy or inconsistency between any provision of these Conditions and any laws or notifications applicable to the Debentures, the provisions of such laws or notifications applicable to the Debentures shall supersede only the parts of these Conditions which give rise to such discrepancy or inconsistency.

- 22.2 The Issuer agrees that any legal action arising out of or relating to these Conditions may be brought in the courts of Thailand and submits to the non-exclusive jurisdiction of such courts.
- 22.3 Nothing in these Conditions shall limit the right of the Debentureholders' Representative and/or the Debentureholders to commence any legal action against the Issuer and/or its assets in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall, to the full extent permitted by applicable laws of the relevant jurisdictions, not preclude the Debentureholders' Representative and/or the Debentureholders from taking proceedings in any other jurisdiction whether concurrently or not.
- 22.4 In the case where the Issuer has acquired or will subsequently acquire immunity from the proceedings in respect of itself or its property, the Issuer shall have waived such immunity, except immunity in respect of its property used for diplomatic or consular missions, property of a military nature, and property located in its territory and dedicated to a public or governmental use as distinguished from the property dedicated to commercial use.

23. Effectiveness of the Conditions

These Conditions are effective from the Issue Date until the date on which all payments under the Debentures and these Conditions have been paid in full.

XAYABURI POWER COMPANY LIMITED

as Issuer

By: _____

([●])
Authorized Signatory

ANNEX A
DEBENTURE CERTIFICATE

Certificate of name registered, unsecured and unsubordinated debentures
with a Debentureholders' Representative



Incorporated in the Lao People's Democratic Republic on 10 June 2010
Company Registration No. 01-00013169

XAYABURI POWER COMPANY LIMITED

(incorporated under the laws of the Lao People's Democratic Republic)

THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE [●] DUE [●]

Issue Date: 27 July 2022 Maturity Date: [●] Term: [●] years Nominal Amount: Baht 1,000 each Total Offering Amount: [●] units Total Issue Size: Baht [●]
Interest Rate: [●] percent per annum Payable: Quarterly Paid by (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand, or (ii) such other way as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Debenture Certificate.

Xayaburi Power Company Limited (the "**Issuer**") will redeem the Debentures on the Maturity Date by: (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand, or (ii) such other way as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar.

Name of Debentureholder [●]	No. of Debentures (Units) [●]	Debenture Certificate No. [●]
Debentureholder Registration No. [●]	Total Principal Amount (Baht) [●]	
Issue Date of the Debenture Certificate [●]		

This Debenture Certificate is subject to the Terms and Conditions of the Debentures in relation to the Debentures named herein above (as amended) (the "**Conditions**") submitted to the Office of the Securities and Exchange Commission.

The Debentures constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

The Issuer has registered a transfer restriction of the Debentures with the Office of the Securities and Exchange Commission and is bound by such transfer restriction to procure that no Debenture will be transferred to any person other than those qualified as "Institutional Investors" and "High Net Worth Investors" as defined in the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Debentures to any person who is not qualified as such Institutional Investor referred to above (the "**Qualified Investors**").

In addition, according to applicable Lao laws and regulations, the offer for sale and the terms and conditions of the Debentures in Thailand has been endorsed and acknowledged by the Lao Securities Commission Office (the "**LSCO**") (after liaison with the Bank of The Lao People's Democratic Republic and other relevant authority(ies) under the Certificate No. 0011/SorKorKorXor dated 19 July 2022 issued by the LSCO, by virtue of and in compliance with the Decision on Offering of Debenture for Sale in Foreign Country issued by the Lao Securities Commission, dated 10 June 2021, as may from time to time be amended, modified, supplemented or replaced.

Authorized signatory / Registrar

Unless otherwise specified in this Debenture Certificate, the defined terms used in this Debenture Certificate shall have the meaning given to them in the Conditions.

Summary of key terms relating to the payments and redemption of the Debentures:

1. The Debentures are unsecured and unsubordinated with a Debentureholders' Representative in the name-registered Debenture Certificate.
Debentureholders' Representative: Bank of Ayudhya Public Company Limited
Registrar: Thailand Securities Depository Company Limited ("TSD")
Paying Agent: Bank of Ayudhya Public Company Limited
2. Interest calculation period and procedures for interest payment and redemption of the Debentures:
 - 2.1 Interest shall be payable quarterly and shall be paid on 27 January, 27 April, 27 July and on 27 October of each year throughout the term of the Debentures and the first payment of interest shall be made on 27 October 2022 and the last interest payment on the Maturity Date. If the Interest Payment Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.2 The Issuer shall redeem each unit of the Debentures on the Maturity Date by making payments of all outstanding principal under the Debentures and the final interest. If the Maturity Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.3 The Issuer shall pay interest in each installment (as specified in paragraph 2.1 above) and principal (as specified in paragraph 2.2 above) to the Debentureholders by: (i) transferring funds into the bank account of the relevant Debentureholder opened with a commercial bank in Thailand as informed in the subscription form or in writing by the Debentureholders to the Registrar at least 15 (fifteen) Business Days prior to the relevant payment date, or (ii) such other way as may be agreed from time to time by the Issuer, the Debentureholders' Representative and the Registrar.
3. The closure of the Register Book
The Issuer shall cause the Registrar to close the Register Book for a period of 14 (fourteen) days prior to the Interest Payment Date, the Maturity Date, any date fixed for payment of any benefits, any date fixed for any meeting of the Debentureholders or any other date for any other purpose as specified in these Conditions in order to suspend the transfer of the Debentures for the purpose of determining the rights of the Debentureholders.
If the closure date of the Register Book is not a Business Day, the Register Book shall be closed on the following Business Day.
4. Other details and conditions are as specified in the Conditions.

Please read	<p>(1) An applicant for the registration of a Debenture transfer must complete the Debenture transfer registration form for each transfer, and deliver such form to the Registrar.</p> <p>(2) For the first transferee of the Debentures from the Debentureholder whose name appears on the front of this Debenture Certificate, a certified copy of the affidavit issued by the Ministry of Commerce which is not more than 1 (one) year old and (a) certified copy(ies) of the I.D. card of the authorized person(s) must be submitted together with this Debenture Certificate.</p> <p>(3) When a transferee wishes to transfer the Debentures, such transferee must affix exactly the same signature as when he acquires the transfer of such Debentures. Any change of authorized signatory(ies) must be substantiated by the documents referred to in item (2) above.</p>
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Signature of Transferor	Signature of Transferee (who wishes to have his name entered in the Register Book)	Authorized Signature of the Registrar with the seal of the Registrar/Issuer (if any)
	Full Name of Transferee in Block Letters	
1 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
2 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
3 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
	(Block Letters)	

ANNEX B
REQUIREMENTS FOR THE MEETING OF DEBENTUREHOLDERS

1. Calling Meetings

The Issuer or the Debentureholders' Representative may call a meeting of the Debentureholders by requesting the Registrar to send notice of the meeting by registered mail to the Debentureholders and the Issuer or the Debentureholders' Representative (who is not the person calling for the meeting) at least 7 (seven) days (excluding the date of delivery of such notice of the meeting and the meeting date) prior to the proposed meeting date. Such notice shall be in the English and Thai languages and shall specify the date, time and place for the meeting, the agenda of the meeting and the identity of the party calling the Debentureholders' meeting. The Registrar shall deliver notice of the meeting to all Debentureholders whose names and addresses appear in the Register Book or in the record of TSD at end of the Record Date.

2. Eligibility to Attend Meetings

The following persons are eligible to attend each meeting of the Debentureholders:

- (a) the Debentureholders, the Issuer and the Debentureholders' Representative;
- (b) the Debentureholders may appoint another Debentureholder(s) or any person ("**Proxy**") to attend the meeting and vote on their behalf, by executing a written proxy appointment in the form as set out by the Registrar, available at the principal office of the Registrar, provided that the original proxy form and supporting documents required by the Registrar must be submitted to the Registrar prior to the time scheduled for the meeting;
- (c) on the request of the Issuer and/or the Debentureholders' Representative, financial advisors, legal advisors or other persons involved with the matters to be discussed at the meeting; and
- (d) any person permitted by the chairman of the meeting to attend the meeting for observation.

3. Quorum Requirements

- 3.1 Except with respect to meetings of Debentureholders convened to approve the matters set out in Clause 6.3 and Clause 6.4, a quorum of a meeting of Debentureholders shall be constituted by the presence of at least 2 (two) Debentureholders holding in aggregate not less than 25 (twenty-five) percent of the outstanding Debentures.
- 3.2 If a meeting is adjourned due to the lack of a quorum as required by Clause 3.1, the quorum for a subsequent meeting shall be constituted by the presence of 2 (two) or more Debentureholders, regardless of the aggregate number of Debentures held by them.
- 3.3 A quorum of a meeting of the Debentureholders convened to consider the matters set out in Clause 6.3 shall be constituted by the presence of at least 2 (two) Debentureholders holding in aggregate not less than 50 (fifty) percent of the outstanding Debentures. If a meeting is adjourned due to the lack of a quorum as required by this Clause 3.3, the quorum for a subsequent meeting shall be constituted by the presence of at least 2 (two) Debentureholders holding in aggregate not less than 20 (twenty) percent of the outstanding Debentures.
- 3.4 A quorum of a meeting of the Debentureholders convened to consider the matters set out in Clause 6.4 shall be constituted by the presence of at least 2 (two) Debentureholders holding in aggregate not less than 66 (sixty-six) percent of the outstanding Debentures. If a meeting is adjourned due to the lack of a quorum as required by this Clause 3.4, the quorum for a subsequent meeting shall be constituted by the presence of at least 2 (two) Debentureholders holding in aggregate not less than 20 (twenty) percent of the outstanding Debentures.

4. Chairman of the Meeting

The Debentureholders' Representative or such person authorized by the Debentureholders' Representative shall preside as chairman of the meeting. Should the chairman of the meeting be absent upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, the meeting shall elect any Debentureholder to preside over such meeting.

5. Adjournment of the Meeting

5.1 At any meeting of the Debentureholders, upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, should the number of the Debentureholders attending the meeting remain insufficient to constitute a quorum, the chairman of the meeting shall adjourn the meeting as follows:

- (a) If the meeting was called by the Issuer or the Debentureholders' Representative, the chairman of the meeting shall adjourn the meeting to the date, time and place as specified by the chairman. The date for the adjourned meeting shall not be less than 7 (seven) days but not more than 14 (fourteen) days from the previous meeting date, unless the Issuer and the Debentureholders' Representative agree not to call another meeting. In addition, the matters to be considered and resolved at the adjourned meeting must be only those pending from the previous meeting;
- (b) If the meeting was called by the Debentureholders, no adjourned meeting shall be called as provided by paragraph (a) above; and
- (c) If the meeting was called due to the absence of a quorum at the previous meeting, no adjourned meeting shall be called as provided by paragraph (a) above.

5.2 The Registrar shall deliver the notice of any adjourned meeting to the Issuer, the Debentureholders' Representative and the Debentureholders who were sent notices of the previous meeting, not less than 3 (three) days prior to the adjourned meeting (excluding the date of the notice of the meeting and the meeting date). Such notice of the meeting shall specify the date, time and place for the meeting, the agenda of the meeting and quorum required for the adjourned meeting.

6. Resolutions of the Meeting

6.1 Resolutions on any matters by the meeting of the Debentureholders shall be decided by a show of hands or casting of votes as selected by the chairman of the meeting. The votes held by each of the Debentureholders will be equal to the number of Debentures held by them and one unit of Debentures shall be entitled to one vote. In the case of an equal vote, the chairman of the meeting shall have a decisive (casting) vote (for both a show of hands and secret ballot) in addition to the votes that the chairman of the meeting may be entitled to cast in his or her capacity as a Debentureholder or a Proxy.

6.2 Resolutions of the meeting of the Debentureholders on any matters other than those specified in Clauses 6.3 and 6.4 shall be decided by a majority of votes of the Debentureholders attending the meeting and casting their votes.

- 6.3 Resolutions of the meeting of the Debentureholders on any of the following matters shall be decided by a majority of votes representing not less than 66 (sixty-six) percent of all votes of the Debentureholders attending the meeting and casting their votes.
- (a) any amendment or waiver to these Conditions other than those matters specified in Clause 6.4;
 - (b) any change to the utilization of proceeds, which requires approval of the Debentureholders' meeting pursuant to Condition 6.2 (k) of the Conditions; and
 - (c) any replacement of the Debentureholders' Representative and the appointment of new Debentureholders' Representative.
- 6.4 Resolutions of the meeting of the Debentureholders on any of the following matters shall be decided by a majority of votes representing not less than 75 (seventy-five) percent of all votes of the Debentureholders attending the meeting and casting their votes.
- (a) the repayment of Debentures by way of conversion of the Debentures into shares, other Debentures or other property of the Issuer or any person;
 - (b) any amendment to the Maturity Date or the due date for any payment in respect of the Debentures;
 - (c) any amendment to, reduction, cancellation, or change of the security, the amount of principal, interest and/or any other sum due or payable in respect of the Debentures;
 - (d) a change of the currency of any payment to be made in respect of the Debentures;
 - (e) any amendment to the requirements for the meeting of the Debentureholders in relation to quorum (Clause 3) and resolutions of the meeting (Clause 6); and
 - (f) any amendment to the Conditions to enable any actions relating to (a) to (e) above.
- 6.5 Any Debentureholder that has any conflict of interest with respect to any matter to be decided at a meeting of Debentureholders shall not be entitled to vote on such matter.

7. Minutes of the Meeting

Within 5 (five) Business Days after the date of the meeting of the Debentureholders, the Debentureholders' Representative shall prepare the minutes of the meeting. The chairman of the meeting shall certify such minutes as accurate and the Debentureholders' Representative shall keep the original minutes and make copies available for inspection by the Debentureholders at its designated office during normal business hours.

**DEBENTUREHOLDERS' REPRESENTATIVE
APPOINTMENT AGREEMENT**

in respect of

The Green Debentures of Xayaburi Power Company Limited No. 1/2022

Tranche 1 Due [2025]

The Green Debentures of Xayaburi Power Company Limited No. 1/2022

Tranche 2 Due [2026]

and

The Green Debentures of Xayaburi Power Company Limited No. 1/2022

Tranche 3 Due [2027]

dated as of

[●] 2022

by

XAYABURI POWER COMPANY LIMITED
as Issuer

and

BANK OF AYUDHYA PUBLIC COMPANY LIMITED
as Debentureholders' Representative

**Baker
McKenzie.**

Baker & McKenzie Ltd.
Attorneys at Law
5th, 10th and 21st-25th Floors
990 Abdulrahim Place
Rama IV Road, Silom, Bangrak
Bangkok 10500
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THIS AGREEMENT is made as of [●] 2022:

BETWEEN:

- (1) **XAYABURI POWER COMPANY LIMITED**, whose office is located at [●] (the "**Issuer**"); and
- (2) **BANK OF AYUDHYA PUBLIC COMPANY LIMITED**, whose office is located at 1222 Rama III Road, Bang Phong Phang, Yannawa, Bangkok 10120 (the "**Debentureholders' Representative**," which expression shall wherever the context so admits include any new Debentureholders' Representative for the time being).

WHEREAS:

- (A) The Issuer is approved by the Office of the Securities and Exchange Commission of Thailand to offer the Debentures (as defined below) with a par value of Baht 1,000 (one thousand baht) each to the institutional investors in accordance with the Notification of the Capital Market Supervisory Board No. TorChor. 17/2561 re: *Application for, and Granting of, Approval for Offering of Newly-Issued Debt Instruments* dated 17 January 2018, as may be amended or supplemented from time to time (the "**Issuance Notification**").
- (B) The Debentureholders' Representative has all the qualifications required by law to act as debentureholders' representative in relation to the Debentures and shall seek to obtain an approval from the Office of the Securities and Exchange Commission of Thailand in respect thereof.
- (C) The Debentureholders' Representative wishes to set forth its agreement to perform its duties as debentureholders' representative in relation to the Debentures in order to protect the interests of all Debentureholders as provided in the Securities and Exchange Act B.E. 2535, as may be amended or supplemented from time to time, the Conditions (as defined below) and this Agreement.
- (D) The Issuer wishes to appoint the Debentureholders' Representative to act as debentureholders' representative in relation to the Debentures and Debentureholders' Representative wishes to accept the appointment of debentureholders' representative in accordance with the Conditions and the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized wording and terms used herein shall have the same meanings as given to them in the Conditions:

"**Conditions**" means the terms and conditions governing rights and obligations of the Issuer and the Debentureholders as submitted to the Office of the SEC substantially in the form set out in the Annex hereto, as the same may from time to time be modified in accordance with the provisions of the Conditions;

"Debentures" means The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 1 Due [2025], The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 2 Due [2026] and The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 3 Due [2027] to be issued by the Issuer;

"Debentureholders" means persons whose names are recorded as holders of the Debentures in the Register Book, and the **"Debentureholder"** means any of them;

"Debentureholders' Representative Fee" has the meaning given to it in Clause 5.1;

"Issuance Notification" has the meaning given to it in Recital (A);

"Documents" has the meaning given to it in Clause 10.2;

"Event of Default" has the meaning given to that term in the Conditions;

"Expense" means any reasonable cost, out-of-pocket expense, disbursement, fees (including legal fees and other professional fees) other than the Debentureholders' Representative Fee or any other money incurred or payable by the Debentureholders' Representative in connection with its performance under the Debentures, this Agreement and/or the Conditions, including transportation expenses, expenses incurred in relation to convening the Debentureholders' meetings and registration, this Agreement and the Conditions;

"Issue Date" means the date on which the Issuer issues the Debentures under the Conditions;

"Office of the SEC" means the Office of the Securities and Exchange Commission of Thailand.

"Proceeds" has the meaning given to it in Clause 3.2(g);

"Qualifications Notification" means the Notification of the Capital Market Supervisory Board No. TorChor.37/2552 re: *Qualifications Required for the Debentureholders' Representative and Actions taken by the Debentureholders' Representative according to its Power and Duties*, dated 3 August 2009, as may be amended or supplemented from time to time;

"Register Book" has the meaning given to it in the Conditions;

"Registrar" has the meaning given to it in the Conditions;

"Registrar Appointment Agreement" has the meaning given to it in the Conditions; and

"SEC" means the Securities and Exchange Commission of Thailand.

2. APPOINTMENT OF DEBENTUREHOLDERS' REPRESENTATIVE

The Issuer appoints the Debentureholders' Representative to act as debentureholders' representative for the Debentures, and the Debentureholders' Representative accepts such appointment, in each case pursuant to the terms and subject to the conditions of this Agreement.

The Issuer and the Debentureholders' Representative agree to be bound by and shall have all powers, duties, obligations and responsibilities as specified in the Conditions and this Agreement and the Debentureholders' Representative shall act all times in accordance with the Conditions, this Agreement and any applicable laws at a professional level for the benefit of the Debentureholders. The Conditions and any written amendment thereto shall form an integral part of this Agreement.

3. POWERS AND DUTIES OF THE DEBENTUREHOLDERS' REPRESENTATIVE

It is agreed that, in addition to the powers and duties of the Debentureholders' Representative as set forth in the Conditions:

3.1 Appointment of Advisors

The Debentureholders' Representative may appoint advisors including legal counsel in respect of:

- (a) the enforcement of any provisions of this Agreement and/or the Conditions;
- (b) any actual or proposed amendment, waiver or consent relating to this Agreement and/or the Conditions; or
- (c) any Event of Default or any dispute that may arise in connection with the Debentures.

The Debentureholders' Representative may act on the opinion or advice of any legal counsel, accounting counsel and other experts appointed or selected by the Debentureholders' Representative or the Issuer in order to perform its duties and obligations under this Agreement, the Conditions and applicable laws, and shall not have any liability when acting (or refraining from acting) upon any advice by such persons (other than for its failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative).

Fees and charges owed to such advisors shall be for the account of the Issuer. If such fees and charges exceed Baht [●] ([●]) per transaction, such amount of fees and charges shall be agreed upon by the Issuer, whose agreement shall not be unreasonably withheld or delayed, before the Debentureholders' Representative engages such advisor.

3.2 Performance

- (a) If the Issuer fails to comply with its payment obligations, the Debentureholders' Representative may call a meeting of the Debentureholders to acquire the relevant resolutions as provided in the Conditions.
- (b) The Debentureholders' Representative shall carry out its duties and obligations to accept, take, hold, suspend, attach, seize, enforce, release or discharge any security, as well as to make withdrawal, amendment, substitution or increase in any security for the benefits of the Debentureholders as set forth in this Agreement and/or the Conditions.
- (c) At any time after an Event of Default shall have occurred, the Debentureholders' Representative:
 - (1) may, by notice in writing to the Issuer, require it to make all subsequent payments in respect of the Debentures to, or to the order of, the Debentureholders' Representative and not to the Registrar, with effect from the issue of any such notice to the Issuer; and
 - (2) shall do all such things as necessary and as prescribed in the Conditions and/or this Agreement, including but not limited to instituting a claim for payment (including principal and/or interest) under the Debentures against the Issuer and damages incurred therefrom, for the benefit of all Debentureholders within the time and in the manner specified in this Agreement and/or the Conditions.

- (d) The Debentureholders' Representative shall arrange meetings with the Debentureholders and shall perform any other duties in accordance with the Conditions including preparing the proxy form and the notice of the meeting of the Debentureholder.
- (e) The Debentureholders' Representative shall act as liaison for all communications between the Issuer and the Debentureholders, which are necessary for the transactions contemplated to be carried out under this Agreement and/or the Conditions.
- (f) Subject to Clause 4 (*Payment from the enforcement of the Debentures*), the Debentureholders' Representative shall distribute to each Debentureholder *pro rata* to its holding percentage of the Debentures, the proceeds derived from the result of claims made against the Issuer, the enforcement of the provisions of this Agreement and/or the Conditions ("**Proceeds**"). The Debentureholders' Representative shall also keep a record of steps taken to collect and distribute the Proceeds including related expenses incurred.
- (g) The Debentureholders' Representative shall comply with all laws and regulations applicable to the Debentureholders' Representative in such capacity including but not limited to the Issuance Notification and the Qualifications Notification.
- (h) Any actions of the Debentureholders' Representative under this Agreement and/or the Conditions shall be deemed to be taken for benefit and on behalf of all Debentureholders.

3.3 Reliance

- (a) Except as otherwise expressly provided in the Conditions, the Debentureholders' Representative shall be and is hereby authorized to reasonably assume, in the absence of knowledge or express notice to the contrary, that the Issuer is duly performing and observing all the covenants and provisions contained in this Agreement and/or the Conditions and that no Event of Default has occurred.
- (b) The Debentureholders' Representative may rely upon any written communication or document reasonably believed by it to be genuine and need not investigate any fact or matter stated in such document.

4. PAYMENT FROM THE ENFORCEMENT OF THE DEBENTURES

Unless otherwise provided in the Conditions, any sums received by the Debentureholders' Representative in relation to the Debentures under this Agreement and/or the Conditions shall be applied in the order of priority set out under Condition 8.3 of the Conditions.

5. REMUNERATION OF THE DEBENTUREHOLDERS' REPRESENTATIVE

- 5.1** The Issuer shall pay to the Debentureholders' Representative a fee for acting as the Debentureholders' Representative (the "**Debentureholders' Representative Fee**") in respect of the Debentures in the amount equal to [●]([●]) percent per tranche per annum of the outstanding principal amount of the Debentures, with the minimum payment of Baht [●]([●]) per tranche per annum, excluding value added tax and out-of-pocket expenses. The Debentureholders' Representative Fee shall be payable within [●] days after the Issue Date for the first payment and thereafter, annually on each anniversary of the Issue Date after receipt of a written invoice from the Debentureholders' Representative. For the avoidance of doubt, no payment by the Issuer to the Debentureholders' Representative shall be due on the Maturity Date
- 5.2** If the Issuer requests the Debentureholders' Representative to perform or do any acts beyond the scope of the ordinary powers, duties and responsibilities of the Debentureholders' Representative as set forth in this Agreement, the Conditions and/or under the applicable laws, the Debentureholders' Representative shall not be obliged to perform or do such acts. However, if the Debentureholders' Representative shall determine to perform or do any such acts at the request of the Issuer, then the Issuer agrees to pay additional remuneration to the Debentureholders' Representative in the actual amount and under terms of payment as mutually agreed in writing, and such written agreement shall form an integral part of this Agreement.
- 5.3** The Debentureholders' Representative may incur Expense in order to perform its duties in accordance with this Agreement, the Conditions, or applicable law, and the Issuer agrees to refund the expense (including the applicable taxes) to the Debentureholders' Representative within 15 (fifteen) days upon the receipt of notice thereof and relevant supporting documents (if any) relating to such Expenses.
- 5.4** All overdue sums payable by the Issuer under this Agreement shall carry interest at a rate equal to 7.5 (seven point five) percent per annum, (i) in respect of the Debentureholders' Representative Fee, from (but excluding) the date of such sum being due and payable, and (ii) in respect of all other sum including the Expense, from (but excluding) the date specified by the Debentureholders' Representative in the notice demanding payment of such sum until (excluding) the date such sum is paid in full. In any case where interest falls to be paid in respect of a period of less than a full year, the amount hereof shall be calculated on the basis of a year of 365 (three hundred-sixty five) days consisting of 12 (twelve) months of 30 (thirty) days each, and in the case of an incomplete month, the number of days elapsed.
- 5.5** In the case that the Debentureholders' Representative is replaced during the term of the Debentures, the Issuer agrees to pay the remuneration to the Debentureholders' Representative for actual period of service until the date that such service ends, provided that the Debentureholders' Representative has promptly delivered all assets, documents or evidences held by it in relation to its appointment to the successor debentureholders' representative.

6. INDEMNIFICATION OF DEBENTUREHOLDERS' REPRESENTATIVE

The Issuer shall indemnify and hold harmless the Debentureholders' Representative and its officers, directors, employees and agents in respect of all liabilities incurred by it or by any such person in the execution of any duties, powers or authorities under this Agreement including the reasonable expense relevant to such liabilities and against all actions, proceedings, costs, claims and demands in respect of any matter conducted or omitted in any way relating to this Agreement except to the extent the liabilities, expenses, actions, proceedings, costs, claims or demands were due to the Debentureholders' Representative's failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative.

7. AMENDMENT OF THE AGREEMENT

Should there be any amendment made to the Conditions, laws, rules, notifications, regulations, any documents in relation to the Debentures, or order of the Office of the SEC or the SEC or any other related government unit or authority which shall have an effect on any terms and conditions of this Agreement, the parties hereto shall mutually participate in amending such terms and conditions of this Agreement in order to be in compliance with the amended Conditions, laws, rules, notifications, regulations, any documents in relation to the Debentures or orders.

8. DEFAULT

Subject to Clause 10 (*Consequence of termination*), if any party fails to comply with any provision of this Agreement and/or the Conditions or is in breach of this Agreement and/or the Conditions, it shall be deemed that such party is in default of this Agreement and the other party shall be entitled to terminate this Agreement without prejudice to its rights or remedies at law to claim against the party in default for any loss or compensation resulting from its failure to comply with this Agreement and/or the Conditions.

9. TERMINATION

Subject to Clause 10.1, both parties agree to terminate this Agreement if and when any of the following events occurs:

- 9.1** The debt under the Debentures have been paid in full and the Debentureholders' Representative has fully performed its duties as specified in the Conditions and this Agreement.
- 9.2** The Debentureholders' Representative gives written notice of its resignation as the Debentureholders' Representative 60 (sixty) days in advance to the Issuer.
- 9.3** The Issuer gives written notice of termination of this Agreement 60 (sixty) days in advance to the Debentureholders' Representative.
- 9.4** Subject to the Conditions, this Agreement shall be terminated if the Debentureholders' meeting duly resolve to replace or revoke the appointment of the Debentureholders' Representative.

10. CONSEQUENCE OF TERMINATION

- 10.1** Any termination of the appointment of the Debentureholders' Representative under Clause 9.2, Clause 9.3 or Clause 9.4 of this Agreement (as the case may be) will not be effective until a successor debentureholders' representative is appointed. The Debentureholders' Representative may assist the Issuer in such appointment by nominating a successor debentureholders' representative. Subject to the Conditions, if a successor debentureholders' representative nominated by the Debentureholders' Representative has not been selected by the Issuer within 2 (two) months from the date of termination notice, it shall be deemed that the last debentureholders' representative nominated by the Debentureholders' Representative is nominated by the Issuer for the purpose of the procedure for the change of debentureholders' representative as provided in the Conditions.

10.2 Upon termination of this Agreement or unless otherwise directed by the Issuer, the Debentureholders' Representative will cease using information and documents provided by the Issuer and/or the Debentureholders ("**Documents**") and return, delete or destroy at the Issuer's direction all copies of the Documents. The Debentureholders' Representative will delete all copies of the Documents stored in any computer at the Debentureholders' Representative's site. The Debentureholders' Representative will, within 30 (thirty) days from the effective date of the termination, certify in writing that all copies of the Documents have been returned, deleted or destroyed as directed by the Issuer. In addition, the Debentureholders' Representative shall make all efforts to cooperate with its successor to ensure an orderly assumption by its successor of the obligations of the Debentureholders' Representative. Nothing in this clause shall operate to require the return or destruction of the copies of Documents required to be maintained by the Debentureholders' Representative by applicable laws.

10.3 The obligations of the Issuer under Clauses 5 (*Remuneration of the Debentureholders' Representative*) and 6 (*Indemnification of Debentureholders' Representative*) shall survive the termination of this Agreement.

11. CLAIMS AND LIABILITIES

11.1 If the Issuer is in default of the Conditions and the terms of this Agreement and the Debentureholders' Representative suffer any losses or damage, the Debentureholders' Representative shall be entitled to claim against the Issuer for damages, costs and expenses reasonably incurred by them resulting from such default, except to the extent the Debentureholders' Representative is identical to the Registrar and has already, with respect to the same default, claimed for damages, costs and expenses under clause 12.1 of the Registrar Appointment Agreement and except to the extent the Registrar has contributed to such loss or damage by its failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a registrar or has neglected its duty to mitigate.

11.2 The Debentureholders' Representative shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debentureholders in accordance with the Conditions even though it may subsequently be found that there was some defect in the constitution of such meeting or the passing of such resolution or that, for any reason, such resolution was not valid or binding upon the Debentureholders (except that such defect or invalidity was due to its failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative).

11.3 The Debentureholders' Representative shall not be liable to the Issuer or any Debentureholder by reason of having accepted as valid or not having rejected any Debenture Certificate purporting to be such and subsequently found to be forged, stolen or not authentic (other than for its failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative).

11.4 The Debentureholders' Representative shall only be liable to the Debentureholders in relation to the damages incurred from its failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative.

11.5 The Debentureholders' Representative in performing its duties under the Conditions:

- (a) shall not have any responsibility or liability in respect of any failure or delay by the Issuer in performing its respective obligations hereunder or under the Conditions or other agreements relating thereto and hereto; and
- (b) shall not have any responsibility or liability in respect of the execution, effectiveness, enforceability, sufficiency, legality, validity or genuineness of the Conditions, the agreements and documents referred to herein and therein, or of any certificate, report, document of title or other document delivered hereunder or thereunder, any statement of the Issuer herein or therein.

11.6 Notwithstanding any provision in this Agreement to the contrary, the Debentureholders' Representative shall not be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), except in the case of the Debentureholders' Representative's failure to act in accordance with the professional standard as can be reasonably expected from a person acting as a debentureholders' representative.

12. EFFECTIVENESS

This Agreement shall become effective on the Issue Date.

13. NOTICES

All correspondence and notices between the Debentureholders' Representative and the Issuer shall be made in writing and validly given by registered mail or by hand or by facsimile to the other party at the addresses specified below or any address (in case of change of address) which is notified in writing to the other party provided that if sent by facsimile shall only be deemed duly received by the addressee when the sender's fax machine has generated a confirmed delivery report:

if to the Issuer, to:

XAYABURI POWER COMPANY LIMITED

215 Lane Xang Avenue, Ban Xieng Yuen,
Chanthabouly District, Vientiane, Lao PDR

Attention: [Managing Director]

Fax: [+856-21 215 500]

Or to the Issuer's Representative in Thailand:

The Legists Group Ltd.

990 Abdulrahim Place, 9th Floor, Room No. 901-1,
Rama IV Road, Silom, Bangrak, Bangkok 10500

Fax: +66 2 636 0000

Attention: Mr. Nopadol Intralib

if to the Debentureholders' Representative, to:

BANK OF AYUDHYA PUBLIC COMPANY LIMITED

1222 Rama III Road

Bang Phong Phang, Yannawa

Bangkok 10120

Attention: Mrs.Srisunan Dutiyabodhi

Fax: 0-2683-1298

Email: DHRRG_SSM@Krungsri.com

14. OTHERS

- 14.1** The Issuer shall be responsible for reasonable Expense in relation to preparation, negotiation and appointment of the Debentureholders' Representative.
- 14.2** The Debentures' Representative Fees shall be paid to the Debentureholders' Representative after deduction of all applicable taxes.
- 14.3** If there is any inconsistency or conflict between the provisions of this Agreement and the Conditions, the terms of the Conditions shall prevail.
- 14.4** If any provision of this Agreement, the Conditions and/or documents in relation to the Debentures is void, voidable, illegal or unenforceable for whatever reason, such provision shall not affect the validity and enforceability of any other provisions and the parties agree that the other provisions shall be binding and enforceable between the parties.

15. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Thailand.

16. PERSONAL DATA PROTECTION LAW

Where the Issuer have provided to the Bank personal data of any other person:

- (a) the Issuer undertake to verify the accuracy and completeness of such person's personal data provided by the Issuer to the Bank], and to notify the Bank of any change to the personal data provided;
- (b) the Issuer warrant that the Issuer have obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;
- (c) the Issuer warrant that the Issuer have informed such person of the Bank's privacy notice; and
- (d) the Issuer warrant that the Bank can lawfully collect, use, and further disclose and/or transfer of such personal data for the purposes set out in the Bank's privacy notice (as may be amended from time to time), including the purposes set out in this Agreement and/or relevant documents.

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IN WITNESS whereof this Agreement has been executed on the date first above written.

SIGNED for and on behalf of
XAYABURI POWER COMPANY LIMITED

By: _____
Name: [●]

By: _____
Name: [●]

in the presence of

By: _____
Name: [●]

SIGNED for and on behalf of
BANK OF AYUDHYA PUBLIC COMPANY LIMITED

By: _____
Name: [●]

By: _____
Name: [●]

in the presence of

By: _____
Name: [●]

ANNEX

TERMS AND CONDITIONS OF THE DEBENTURES

Xayaburi Power Company Limited
Review report and interim financial statements
For the three-month period ended 31 March 2022

Independent Auditor's Report on Review of Interim Financial Statements

To the Shareholders of Xayaburi Power Company Limited

I have reviewed the accompanying statement of financial position of Xayaburi Power Company Limited as at 31 March 2022, the related statements of comprehensive income, changes in shareholders' equity and cash flows for the three-month period then ended, and the summary of significant accounting policies and other explanatory notes. Management is responsible for the preparation and fair presentation of these interim financial statements in accordance with Thai Financial Reporting Standards. My responsibility is to express a conclusion on these interim financial statements based on my review.

Scope of review

I conducted my review in accordance with Thai Standard on Review Engagements 2410, *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*. A review of interim financial statements consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Thai Standards on Auditing and consequently does not enable me to obtain assurance that I would become aware of all significant matters that might be identified in an audit. Accordingly, I do not express an audit opinion.

Conclusion

Based on my review, nothing has come to my attention that causes me to believe that the accompanying interim financial statements do not present fairly, in all material respects, the financial position of Xayaburi Power Company Limited as at 31 March 2022, its financial performance and its cash flows for the three-month period then ended in accordance with Thai Financial Reporting Standards.

Wilai S.

Wilai Sunthornwanee

Certified Public Accountant (Thailand) No. 7356

EY Office Limited

Bangkok: 29 April 2022

Xayaburi Power Company Limited

Statement of financial position

As at 31 March 2022

(Unit: Thousand Baht)

	<u>Note</u>	<u>31 March 2022</u> (Unaudited but reviewed)	<u>31 December 2021</u> (Audited)
Assets			
Current assets			
Cash and cash equivalents		2,004,390	2,141,329
Short-term restricted bank deposits	4	462,935	471,372
Trade and other receivables - related parties	3	2,414,472	2,526,735
Spare parts and supplies		5,624	4,866
Other current assets		<u>271,396</u>	<u>365,274</u>
Total current assets		<u>5,158,817</u>	<u>5,509,576</u>
Non-current assets			
Long-term restricted bank deposits	4	5,379,528	5,042,207
Assets of hydroelectric power project			
under concession agreement	5	117,413,526	118,430,837
Building and equipment	6	191,183	181,329
Right-of-use assets		75,565	77,331
Intangible assets		36,647	38,115
Prepaid expenses under the Side Agreement	7	3,917,872	3,939,884
Advance under the Side Agreement	7	1,187,145	1,160,894
Derivative financial assets	13	351,536	98,981
Other non-current assets		<u>749</u>	<u>749</u>
Total non-current assets		<u>128,553,751</u>	<u>128,970,327</u>
Total assets		<u>133,712,568</u>	<u>134,479,903</u>

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited
Statement of financial position (continued)
As at 31 March 2022

(Unit: Thousand Baht)

	<u>Note</u>	<u>31 March 2022</u> (Unaudited but reviewed)	<u>31 December 2021</u> (Audited)
Liabilities and shareholders' equity			
Current liabilities			
Trade and other payables	3, 8	84,199	244,514
Current portion of long-term loans from financial institutions	9	4,803,837	4,811,223
Current portion of lease liabilities		7,964	8,036
Total current liabilities		<u>4,896,000</u>	<u>5,063,773</u>
Non-current liabilities			
Long-term loans from financial institutions - net of current portion	9	77,142,465	78,418,054
Long-term loans from related companies and accrued interest expenses	3	21,450,671	21,236,202
Provision for long-term employee benefits		9,345	9,065
Other long-term liabilities - related party	3	884,248	799,232
Lease liabilities - net of current portion		74,331	75,642
Total non-current liabilities		<u>99,561,060</u>	<u>100,538,195</u>
Total liabilities		<u>104,457,060</u>	<u>105,601,968</u>

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited

Statement of financial position (continued)

As at 31 March 2022

(Unit: Thousand Baht)

	<u>Note</u>	<u>31 March 2022</u> (Unaudited but reviewed)	<u>31 December 2021</u> (Audited)
Shareholders' equity			
Share capital			
Registered			
2,686,100,000 ordinary shares of Baht 10 each		<u>26,861,000</u>	<u>26,861,000</u>
Issued and fully paid up			
2,686,100,000 ordinary shares of Baht 10 each		26,861,000	26,861,000
Retained earnings			
Appropriated - statutory reserve	10	58,011	58,011
Unappropriated		4,058,812	4,056,157
Other components of shareholders' equity		<u>(1,722,315)</u>	<u>(2,097,233)</u>
Total shareholders' equity		<u>29,255,508</u>	<u>28,877,935</u>
Total liabilities and shareholders' equity		<u>133,712,568</u>	<u>134,479,903</u>

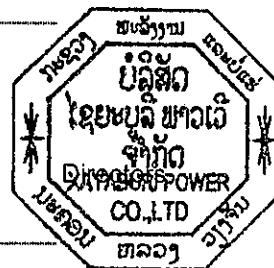
The accompanying notes are an integral part of the financial statements.



Mr. Thanawat Trivisvavet



Mr. Vorapote Uchoepalboonvong



(Unaudited but reviewed)

Xayaburi Power Company Limited

Statement of comprehensive income

For the three-month period ended 31 March 2022

(Unit: Thousand Baht)

	<u>Note</u>	<u>2022</u>	<u>2021</u>
Profit or loss:			
Revenues			
Revenue from sales of electricity	3	2,702,880	2,270,133
Other income			
Interest income	3	32,266	1,699
Gain on exchange		-	124,334
Others		136	1
Total revenues		<u>2,735,282</u>	<u>2,396,167</u>
Expenses			
Cost of sales of electricity		1,233,799	1,191,068
Administrative expenses		221,704	78,927
Loss on exchange		34,824	-
Total expenses		<u>1,490,327</u>	<u>1,269,995</u>
Operating profit		1,244,955	1,126,172
Finance cost		<u>(1,242,300)</u>	<u>(1,236,973)</u>
Profit (loss) for the period		<u>2,655</u>	<u>(110,801)</u>
Other comprehensive income:			
<i>Other comprehensive income to be reclassified to profit or loss in subsequent periods:</i>			
Unrealised gain (loss) from cash flow hedges	13	<u>374,918</u>	<u>(847,594)</u>
Other comprehensive income for the period		<u>374,918</u>	<u>(847,594)</u>
Total comprehensive income for the period		<u><u>377,573</u></u>	<u><u>(958,395)</u></u>
Basic earnings (loss) per share	11		
Earnings (loss) per share (Baht)		<u>0.001</u>	<u>(0.041)</u>
Weighted average number of ordinary shares (shares)		<u>2,686,100,000</u>	<u>2,686,100,000</u>

The accompanying notes are an integral part of the financial statements.

(Unaudited but reviewed)

Xayaburi Power Company Limited

Statement of changes in shareholders' equity

For the three-month period ended 31 March 2022

(Unit: Thousand Baht)

	Issued and paid-up share capital	Retained earnings Appropriated - statutory reserve	Unappropriated	Other components of equity Unrealised gain (loss) from cash flow hedges	Total
Balance as at 1 January 2021	26,861,000	20,182	1,009,504	24,618	27,915,304
Loss for the period	-	-	(110,801)	-	(110,801)
Other comprehensive income for the period	-	-	-	(847,594)	(847,594)
Total comprehensive income for the period	-	-	(110,801)	(847,594)	(958,395)
Balance as at 31 March 2021	26,861,000	20,182	898,703	(822,976)	26,956,909
Balance as at 1 January 2022	26,861,000	58,011	4,056,157	(2,097,233)	28,877,935
Profit for the period	-	-	2,655	-	2,655
Other comprehensive income for the period	-	-	-	374,918	374,918
Total comprehensive income for the period	-	-	2,655	374,918	377,573
Balance as at 31 March 2022	26,861,000	58,011	4,058,812	(1,722,315)	29,255,508

The accompanying notes are an integral part of the financial statements.

(Unaudited but reviewed)

Xayaburi Power Company Limited

Cash flow statement

For the three-month period ended 31 March 2022

	(Unit: Thousand Baht)	
	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Profit (loss) for the period	2,655	(110,801)
Adjustments to reconcile profit (loss) to net cash provided by (paid from) operating activities:		
Depreciation and amortisation	1,030,694	1,029,589
Amortisation of prepaid expenses under the Side Agreement	22,012	-
Gain from sales of equipment	(28)	(2)
Unrealised gain on exchange	(2,160)	(141,042)
Interest income	(32,266)	(1,699)
Interest cost	1,216,177	1,210,808
Amortisation of deferred loan arrangement fee	23,945	24,121
Provision for long-term employee benefits	603	654
Profit from operating activities before changes in operating assets and liabilities	2,261,632	2,011,628
Operating assets (increase) decrease		
Trade and other receivables - related parties	120,024	363,635
Spare parts and supplies	(758)	(1,140)
Other current assets	99,880	96,750
Operating liabilities increase (decrease)		
Trade and other payables	(150,422)	10,624
Other long-term liabilities - related party	84,256	40,585
Cash paid for long-term employee benefits	(323)	-
Net cash flows from operating activities	<u>2,414,289</u>	<u>2,522,082</u>
Cash flows from investing activities		
Decrease in short-term restricted bank deposits	10,919	19,585
Increase in long-term restricted bank deposits	(340,713)	(404,777)
Increase in building and equipment	(18,636)	(18,115)
Increase in intangible assets	-	(1,107)
Proceeds from sales of equipment	29	3
Interest received	13	-
Net cash flows used in investing activities	<u>(348,388)</u>	<u>(404,411)</u>

The accompanying notes are an integral part of the financial statements.

(Unaudited but reviewed)

Xayaburi Power Company Limited

Cash flow statement (continued)

For the three-month period ended 31 March 2022

	(Unit: Thousand Baht)	
	<u>2022</u>	<u>2021</u>
Cash flows from financing activities		
Cash paid for long-term loans from financial institutions	(1,171,788)	(895,150)
Cash paid for interest expenses from financial institutions	(1,024,303)	(1,010,594)
Payment of principal portion of lease liabilities	(1,301)	(1,256)
Cash paid for interest from lease liabilities	<u>(625)</u>	<u>(599)</u>
Net cash flows used in financing activities	<u>(2,198,017)</u>	<u>(1,907,599)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(4,823)</u>	<u>63,661</u>
Net increase (decrease) in cash and cash equivalents	<u>(136,939)</u>	<u>273,733</u>
Cash and cash equivalents at beginning of period	<u>2,141,329</u>	<u>2,498,522</u>
Cash and cash equivalents at end of period	<u><u>2,004,390</u></u>	<u><u>2,772,255</u></u>

Supplemental disclosures cash flows information

Non-cash transactions

Increase in building and equipment from other payables	1,368	135
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The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited

Notes to interim financial statements

For the three-month period ended 31 March 2022

1. General information

1.1 Corporate information

- a) Xayaburi Power Company Limited ("the Company") is a limited company incorporated on 22 June 2010 under the laws of the Lao People's Democratic Republic. The major shareholder of the Company is CK Power Public Company Limited, which was incorporated in Thailand.

The Company is principally engaged in the generation and sale of electricity from the Xayaburi Hydroelectric Power Project in the Lao People's Democratic Republic.

The Company's registered office is located at 215 Lane Xang Avenue, Ban Xieng Yuen, Muang Chantabouly, Vientiane, Lao People's Democratic Republic, and its representative office in Thailand is situated at 587 Viriyathavorn Building 19th Floor, Sutthisarn Road, Kwaeng Ratchadaphisek, Khet Dindaeng, Bangkok. In July 2011, the Company obtains the authorisation for establishment of the representative office in Thailand from the Department of Business Development, Ministry of Commerce and to carry out its operations as stipulated in the business license.

- b) On 29 October 2010, the Company entered into the Concession Agreement with the Government of the Lao People's Democratic Republic on a BOOT basis (Build-Own-Operate and Transfer) to design, develop, construct and operate the Xayaburi Hydroelectric Power Project for a period of 29 years commencing from the Commercial Operation Date (29 October 2019) and to sell electricity to the Electricity Generating Authority of Thailand and Electricité du Laos. Thereafter, the Company shall transfer the Xayaburi Hydroelectric Power Project to the Government of the Lao People's Democratic Republic at the end of the concession period. However, the Company has the right to extend the contract period under the terms and conditions as may then be agreed by the parties.

Under the Concession Agreement, the Company has a commitment to implement a community development program to support the economic and social development of the nearby communities and to pay royalties and corporate income tax to the Government of the Lao People's Democratic Republic for a concession period at the rates specified under the Concession Agreement.

On 15 March 2016, the Company entered into an Amendment of the Concession Agreement to extend the concession period to 31 years commencing from the Commercial Operation Date.

- c) On 24 January 2011, the Company entered into a lease agreement with the National Land Management Authority, which represented of the Government of the Lao People's Democratic Republic, in respect of the lease of land located in Xayaburi Province and Luang Prabang Province, for the construction of the Xayaburi Hydroelectric Power Project, at rental rates specified under the agreement. The term of the lease is from 29 October 2010 until the end of the concession period.
- d) On 14 October 2011, the Company entered into the Engineering, Procurement and Construction Contract ("EPC Contract") with the related company on a Lump Sum Fixed Price Turnkey Basis.

On 6 July 2016, the Company entered into the Amendment to Engineering, Procurement and Construction Contract ("EPC Contract") for additional costs for the First Stage Works and Second Stage Works, the lump sum amount of Baht 19,400.0 million.

- e) On 29 October 2011, the Company entered into the Power Purchase Agreement with the Electricity Generating Authority of Thailand ("EGAT") with the capacity 1,220 MW to sell electricity at the rates specified in the agreement. The period of the agreement is 29 years, commencing from the Commercial Operation Date.
- f) On 22 December 2011, the Company entered into the Power Purchase Agreement with the Electricité du Laos ("EDL") with the capacity 60 MW to sell electricity at the rates specified in the agreement. The period of the agreement is complied with the concession period stipulated in the Concession Agreement.

1.2 Basis for preparation of interim financial statements

These interim financial statements are prepared in accordance with Thai Accounting Standard No. 34 Interim Financial Reporting, whereby the Company chooses to present the interim financial statement in the full format specified in the Accounting Standard No.1 "Presentation of Financial Statement".

The financial statements have been prepared in accordance with Thai Financial Reporting Standards enunciated under the Accounting Professions Act B.E. 2547.

The revised financial reporting standards which are effective for fiscal years beginning on or after 1 January 2022, do not have any significant impact on the Company's financial statements.

The interim financial statements in Thai language are the official financial statements of the Company. The interim financial statements in English language have been translated from the Thai language financial statements.

2. Significant accounting policies

a) Revenues and expenses recognition

Revenue from sales of electricity

Revenue from sales of electricity from the hydroelectric power project is recognised based on the amount of electricity that the Company has agreed to sell (actual amount of electricity delivered and amount available and awaiting delivery) and the rates stipulated in the Power Purchase Agreement.

Interest income

Interest income is calculated using the effective interest method and recognised on an accrual basis. The effective interest rate is applied to the gross carrying amount of a financial asset, unless the financial assets subsequently become credit-impaired then it is applied to the net carrying amount of the financial asset (net of the expected credit loss allowance).

Finance cost

Interest expense from financial liabilities at amortised cost is calculated using the effective interest method and recognised on an accrual basis.

Other revenues and expenses

Other revenues and expenses are recognised on an accrual basis.

b) Cash and cash equivalents

Cash and cash equivalents consist of cash in hand, cash at banks, and all highly liquid investments with an original maturity of three months or less and not subject to withdrawal restrictions.

c) Spare parts and supplies

Spare parts and supplies are valued at the lower of cost (under the weighted average method) and net realisable value and are charged to production costs whenever consumed.

d) Financial instruments

The Company initially measures financial assets at its fair value plus, in the case of financial assets that are not measured at fair value through profit or loss, transaction costs. However, trade receivables, that do not contain a significant financing component are measured at the transaction price as disclosed in the accounting policy relating to revenue recognition.

Classification and measurement of financial assets

Financial assets are classified, at initial recognition, as to be subsequently measured at amortised cost, fair value through other comprehensive income (FVOCI), or fair value through profit or loss (FVTPL). The classification of financial assets at initial recognition is driven by the Company's business model for managing the financial assets and the contractual cash flows characteristics of the financial assets.

Financial assets at amortised cost

The Company measures financial assets at amortised cost if the financial asset is held in order to collect contractual cash flows and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortised cost are subsequently measured using the effective interest rate (EIR) method and are subject to impairment. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired.

Classification and measurement of financial liabilities

Except for derivative liabilities, at initial recognition the Company's financial liabilities are recognised at fair value net of transaction costs and classified as liabilities to be subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process. In determining amortised cost, the Company takes into account any fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance costs in profit or loss.

Derecognition of financial instruments

A financial asset is primarily derecognised when the rights to receive cash flows from the asset have expired or have been transferred and either the Company has transferred substantially all the risks and rewards of the asset, or the Company has transferred control of the asset.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in profit or loss.

Impairment of financial assets

The Company recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at FVTPL. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Company expects to receive, discounted at an approximation of the original effective interest rate.

For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (a 12-month ECL). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure (a lifetime ECL).

The Company considers a significant increase in credit risk to have occurred when contractual payments are more than 30 days past due and considers a financial asset as credit impaired or default when contractual payments are 90 days past due. However, in certain cases, the Company may also consider a financial asset to have a significant increase in credit risk and to be in default using other internal or external information, such as credit rating of issuers.

For trade receivables, the Company applies a simplified approach in calculating ECLs. Therefore, the Company does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date.

ECLs are calculated based on outstanding debt aging from the due date for each customer, ability and plans of debt repayment and contractual obligations of customers.

A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

Offsetting of financial instruments

Financial assets and financial liabilities are offset, and the net amount is reported in the statement of financial position if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

e) Assets of hydroelectric power project under concession agreement

The Company capitalised all expenditures and other expenses related to the construction of the Xayaburi Hydroelectric Power Project as assets under the caption "Assets of hydroelectric power project under concession agreement" in the statement of financial position.

Assets of the hydroelectric power project under the concession agreement are stated at costs less accumulated depreciation and allowance for loss on impairment of assets (if any). Depreciation of assets of the hydroelectric power project under the concession agreement are calculated by reference to their costs on the straight-line basis over estimated useful lives of 20 and 31 years. Depreciation is included in determining income.

f) Building and equipment and depreciation

Building and equipment are stated at costs less accumulated depreciation and allowance for loss on impairment of assets (if any).

Depreciation of building and equipment are calculated by reference to their costs on the straight-line basis over the following estimated useful lives:

Leased asset improvements	10 and 20 years
Furniture and office equipment	3, 5 and 10 years
Motor vehicles	5 and 10 years

Depreciation is included in determining income.

No depreciation is provided on assets under construction.

g) Intangible assets

The intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses (if any).

Intangible assets with finite lives are amortised on the straight-line basis over the economic useful life and tested for impairment whenever there is an indication that the intangible assets may be impaired. The amortisation period and the amortisation method of such intangible assets are reviewed at least at each financial year end. The amortisation expense is charged to profit or loss.

Intangible assets of the Company with finite useful lives comprise computer software, and have useful lives of 10 years.

h) Leases

At inception of contract, the Company assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Company as a lessee

The Company applied a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. At the commencement date of the lease (i.e. the date the underlying asset is available for use), the Company recognises right-of-use assets representing the right to use underlying assets and lease liabilities based on lease payments.

Right-of-use assets

Right-of-use assets are measured at cost, less any accumulated depreciation, any accumulated impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities initially recognised, initial direct costs incurred, and lease payments made at or before the commencement date of the lease less any lease incentives received.

Depreciation of right-of-use assets are calculated by reference to their costs on the straight-line basis over the shorter of their estimated useful lives and the lease term.

Land and building improvement	31 years
Motor vehicles	2, 3 and 4 years

If ownership of the leased asset is transferred to the Company at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

Lease liabilities

Lease liabilities are measured at the present value of the lease payments to be made over the lease term. The lease payments include fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be payable under residual value guarantees. Moreover, the lease payments include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising an option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses in the period in which the event or condition that triggers the payment occurs.

The Company discounted the present value of the lease payments by the interest rate implicit in the lease or the Company's incremental borrowing rate. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a change in the lease term, a change in the lease payments or a change in the assessment of an option to purchase the underlying asset.

Short-term leases and leases of low-value assets

A lease that has a lease term less than or equal to 12 months from commencement date or a lease of low-value assets is recognised as expenses on a straight-line basis over the lease term.

The Company as a lessor

Leases under which the Company does not transfer substantially all the risks and benefits of ownership of the asset are classified as operating leases.

The Company's management considers that the arrangement under the Power Purchase Agreement ("PPA") with the Electricity Generating Authority of Thailand ("EGAT") contains a lease according to TFRS 16 Leases. Since the Company retains the principal risks and rewards from its ownership in the power plant, the arrangement is considered to be an operating lease.

There is no future minimum payment by EGAT under the terms of the PPA, it is deemed appropriate to recognise revenue on the basis of actual electricity sales, referring to the number of units sold and the applicable tariff rates.

i) Long-term loans from financial institutions

Long-term loans from financial institutions are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, the loans are subsequently measured at amortised cost using the effective interest method.

Finance cost which is amortised using the effective interest method is included in project costs during construction period and is recognised as an expense in profit or loss for the operation period.

j) Related party transactions

Related parties comprise individuals or enterprises that control, or are controlled by, the Company, whether directly or indirectly, or which are under common control with the Company.

They also include associates, and individuals or enterprises which directly or indirectly own a voting interest in the Company that gives them significant influence over the Company, key management personnel, directors and officers with authority in the planning and direction of the Company's operations.

k) Foreign currencies

The financial statements are presented in Baht, which is also the Company's functional currency.

Transactions in foreign currency are translated into Baht at the exchange rate ruling at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated into Baht at the exchange rate ruling at the end of reporting period.

Gains and losses on exchange are included in determining income.

l) Impairment of non-financial assets

At the end of each reporting period, the Company performs impairment reviews in respect of plant and equipment, right-of-use assets and intangible assets whenever events or changes in circumstances indicate that an asset may be impaired. An impairment loss is recognised when the recoverable amount of an asset, which is the higher of the asset's fair value less costs to sell and its value in use, is less than the carrying amount. In determining value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs to sell, an appropriate valuation model is used. These calculations are corroborated by a valuation model that, based on information available, reflects the amount that the Company could obtain from the disposal of the asset in an arm's length transaction between knowledgeable, willing parties, after deducting the costs of disposal.

An impairment loss is recognised in profit or loss.

m) Employee benefits

Short-term employee benefits

Salaries, wages and annual rewards and contributions to the social security fund are recognised as expenses when incurred.

Post-employment benefits (Defined benefit plans)

The Company has obligations in respect of the severance payments it must make to employees upon retirement under labor law. The Company treats these severance payment obligations as a defined benefit plan.

The obligation under the defined benefit plan is determined by a professionally qualified independent actuary based on actuarial techniques, using the projected unit credit method.

Actuarial gains and losses arising from post-employment benefits are recognised immediately in other comprehensive income.

Past service costs are recognised in profit or loss on the earlier of the date of the plan amendment or curtailment and the date that the Company recognises restructuring-related costs.

n) Income tax

Income tax expense represents the sum of corporate income tax currently payable and deferred tax.

Current tax

Current income tax is provided in the accounts at the amount expected to be paid to the taxation authorities, based on taxable profits determined in accordance with tax legislation and the Concession Agreement. However, for a period of 5 years from the Commercial Operation Date, the Company has been granted exemption from the corporate income tax.

Deferred tax

Deferred income tax is provided on temporary differences between the tax bases of assets and liabilities and their carrying amounts at the end of each reporting period, using the tax rates enacted at the end of the reporting period.

The Company recognises deferred tax liabilities for all taxable temporary differences while it recognises deferred tax assets for all deductible temporary differences and tax losses carried forward to the extent that it is probable that future taxable profit will be available against which such deductible temporary differences and tax losses carried forward can be utilised.

At each reporting date, the Company reviews and reduces the carrying amount of deferred tax assets to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised.

The Company records deferred tax directly to shareholders' equity if the tax relates to items that are recorded directly to shareholders' equity.

o) Derivative financial instruments and hedge accounting

Derivative financial instruments

The Company use derivatives to manage its risks associated with interest rate, such as interest rate swap agreements.

Derivatives are initially recognised and measured at fair value on the date on which the derivative contract is entered into and are subsequently remeasured at fair value, which has been calculated using the quoted market rates, at the end of reporting period. Gains or losses resulting from changes in the fair value of the derivative financial instruments are recognised as financial assets or financial liabilities when the gain or loss occurs. However, where derivatives qualify for hedge accounting, recognition of any resultant gain or loss from changes in the fair value depends on the nature of the item being hedged.

Derivatives are presented as non-current assets or non-current liabilities if the remaining maturity of the instrument is more than 12 months and it is not due to be realised or settled within 12 months. Other derivatives are presented as current assets or current liabilities.

Hedge accounting - Cash flow hedges

The Company applies hedge accounting when the risk that has been hedged can be clearly identified and the effectiveness of the hedge can be measured.

The effective portions of the gain or loss on the instruments that hedge exposure to fluctuations in cash flows that are either attributable to a particular risk associated with a recognised financial asset or liability or to a highly probable forecast transaction are recognised directly in other comprehensive income and is transferred to project costs during construction phase, and to profit or loss during operating phase when the hedged cash flow transactions occur. However, if the hedge instrument is not effective, any gain or loss from a change in the fair value of the derivative financial instrument is recognised immediately to profit or loss.

The Company applies cash flow hedge accounting in order to hedge the foreign exchange exposure on a certain portion of its forecasted revenue from sales of electricity in USD currency, which are designated as the hedged item and long-term loans in USD are the hedging instrument.

The Company will recognise the effective portion of the change in the fair value of the cash flow hedging instrument in other comprehensive income. The gain or loss relating to the ineffective portion is recognised in profit or loss. Gains or losses accumulated in other comprehensive income are then transferred to profit or loss in the period when the hedged items affect profit or loss.

p) Fair value measurement

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between buyer and seller (market participants) at the measurement date. The Company applies a quoted market price in an active market to measure its assets and liabilities that are required to be measured at fair value by relevant financial reporting standards. Except in case of no active market of an identical asset or liability or when a quoted market price is not available, the Company measures fair value using valuation technique that is appropriate in the circumstances and maximises the use of relevant observable inputs related to assets and liabilities that are required to be measured at fair value.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy into three levels based on categorise of input to be used in fair value measurement as follows:

Level 1 - Use of quoted market prices in an active market for such assets or liabilities

Level 2 - Use of other observable inputs for such assets or liabilities, either directly or indirectly

Level 3 - Use of unobservable inputs such as estimates of future cash flows

At the end of each reporting period, the Company determines whether transfers have occurred between levels within the fair value hierarchy for assets and liabilities held at the end of the reporting period that are measured at fair value on a recurring basis.

q) Provisions

Provisions are recognised when the Company has a present obligation as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

r) Use of accounting estimates

The preparation of financial statements in conformity with Thai Financial Reporting Standards requires management to make estimates and assumptions in certain circumstances, affecting amounts reported in these financial statements and related notes. Actual results could differ from these estimates.

3. Related party transactions

During the periods, the Company had significant business transactions with related parties. Such transactions, which are summarised below, arose in the ordinary course of business and were concluded on commercial terms and bases agreed upon between the Company and those related parties.

(Unit: Million Baht)

	For the three-month periods ended		
	31 March		Transfer pricing policy
	<u>2022</u>	<u>2021</u>	
Revenue from sales of electricity	2,703	2,270	Contract price
Interest income	26	-	Effective interest rate
Cost of sales of electricity	25	20	Contract price
Administrative expenses	166	26	Contract price
Finance cost	214	223	MLR + Margin

The balances of the accounts as at 31 March 2022 and 31 December 2021 between the Company and those related parties are as follows:

a) Trade and other receivable - related parties

(Unit: Thousand Baht)

		31 March	31 December
Relationship		2022	2021
			(Audited)
- Electricity Generating Authority of Thailand	Common director	1,953,994	2,047,988
- Electricité du Laos	A major shareholder of a shareholder of the Company	460,407	478,747
- CH. Karnchang (Lao) Company Limited	Common shareholder	71	-
		<u>2,414,472</u>	<u>2,526,735</u>

b) Trade and other payables - related parties (Note 8)

		(Unit: Thousand Baht)	
		31 March	31 December
	Relationship	2022	2021
			(Audited)
Trade payables - related parties			
- CK Power Public Company Limited	Common director	9,604	7,174
- The Government of the Lao People's Democratic Republic	A major shareholder of a shareholder of the Company	183	183
		<u>9,787</u>	<u>7,357</u>
Other payables - related parties			
a) <u>Project payable- related party</u>			
- The Government of the Lao People's Democratic Republic	A major shareholder of a shareholder of the Company	9,681	9,721
		<u>9,681</u>	<u>9,721</u>
b) <u>Other payables - related parties</u>			
- CH. Karnchang (Lao) Company Limited	Common shareholder	-	140,285
- CH. Karnchang Public Company Limited	Common director	60	80
- CK Power Public Company Limited	Common director	8,513	8,153
		<u>8,573</u>	<u>148,518</u>
Total trade and other payables - related parties		<u>28,041</u>	<u>165,596</u>

c) Other long-term liabilities - related party

		(Unit: Thousand Baht)	
		31 March	31 December
	Relationship	2022	2021
			(Audited)
- Electricity Generating Authority of Thailand	Common director	884,248	799,232

Other long-term liabilities are the cash which the Company received from the sale of excess electricity in the Xayaburi Hydroelectric Power Project to Electricity Generating Authority of Thailand and has the obligations to repay in 2029, in accordance with a condition in the Power Purchase Agreement. The Company initially records such long-term liabilities at the present value of the amounts to be repaid. The carrying amount of these liabilities increases in each period over time, with the Company will recognise this increase as a finance cost.

d) Lease liabilities - related parties

		(Unit: Thousand Baht)	
		31 March	31 December
		2022	2021
Relationship			(Audited)
- CH. Karnchang Public Company Limited	Common director	53,722	54,010
- The Government of the Lao People's Democratic Republic	A major shareholder of a shareholder of the Company	23,899	23,811
		77,621	77,821
Less: Current portion of lease liabilities		(4,183)	(3,896)
Lease liabilities - related parties, net of current portion		73,438	73,925

e) Long-term loans from related companies and accrued interest expenses

The balances of long-term loans from related companies and accrued interest expenses as at 31 March 2022 and 31 December 2021 and movements of the long-term loans and accrued interest expenses are as follows:

		(Unit: Thousand Baht)			
		Balance as at			Balance as at
		31 December	Increase during	Decrease during	31 March
Relationship		2021	the period	the period	2022
		(Audited)			
Loans:					
- CH. Karnchang Public Company Limited	Common director	9,818,292	-	-	9,818,292
- CK Power Public Company Limited	Common director	2,937,211	-	-	2,937,211
- GPSC Treasury Center Company Limited	Common shareholder	2,411,606	-	-	2,411,606
- Electricity Generating Public Company Limited	Common director	1,205,431	-	-	1,205,431
		16,372,540	-	-	16,372,540

(Unaudited but reviewed)

(Unit: Thousand Baht)

		Balance as at			Balance as at
		31 December	Increase during	Decrease during	31 March
Relationship		2021	the period	the period	2022
		(Audited)			
Accrued interest expenses:					
- CH. Karnchang Public Company Limited	Common director	3,370,049	128,613	-	3,498,662
- CK Power Public Company Limited	Common director	355,334	38,476	-	393,810
- Global Power Synergy Public Company Limited	Common director	747,698	-	-	747,698
- GPSC Treasury Center Company Limited	Common shareholder	11,232	31,590	-	42,822
- Electricity Generating Public Company Limited	Common director	379,349	15,790	-	395,139
		<u>4,863,662</u>	<u>214,469</u>	<u>-</u>	<u>5,078,131</u>
Long-term loans from related companies and accrued interest expenses		<u>21,236,202</u>	<u>214,469</u>	<u>-</u>	<u>21,450,671</u>

In the second and third quarter of the year 2016, the Company entered into Sponsor Loan Agreements with CH. Karnchang Public Company Limited, Global Power Synergy Public Company Limited and Electricity Generating Public Company Limited, will provide Sponsor loans to the Company pursuant to the Sponsors Support Agreements, in an amount of Baht 17,241.0 million for payment of additional works in the Xayaburi Hydroelectric Power Project.

On 31 July 2019 and 26 December 2019, the Company entered into Sponsor Loan Agreements with CK Power Public Company Limited amounting to Baht 2,000.0 million and Baht 1,000.0 million, respectively for partial repayment of loans under Sponsor Loan Agreements to CH. Karnchang Public Company Limited. The terms and conditions in this agreement are according to the terms and conditions stipulated in the Sponsor Loan Agreement.

On 30 November 2021, the Company entered into the Novation Agreement of Sponsor Loan Agreement with Global Power Synergy Public Company Limited and GPSC Treasury Center Company Limited amounting to Baht 2,411.6 million, where Global Power Synergy Public Company Limited transfers the novated rights, obligations and liabilities in respect of the principal and future interest, which will accrued thereon, to GPSC Treasury Center Company Limited.

The interest rates and principal repayment profile will be the same as those stipulated in the Tranche A Facility Agreement, provided, however, that the payment of interest and principal will be subject to the cash flow available to the shareholders after fulfillment of all conditions stipulated in the long-term loan agreements.

Directors and management's remuneration

During the three-month periods ended 31 March 2022 and 2021, the Company had employee benefit expenses of its directors and management as below:

	(Unit: Thousand Baht)	
	For the three-month periods ended 31 March	
	<u>2022</u>	<u>2021</u>
Short-term employee benefits	9,806	9,914
Post-employment benefits	40	152
	<u>9,846</u>	<u>10,066</u>

4. Short-term and long-term restricted bank deposits

The Company has pledged and assigned rights of claims over with the group of lenders as collateral to secure the long-term loans of the Company in accordance with the conditions of the long-term loan agreements. Bank deposits with short-term restrictions on withdrawal are set aside for the repayment of principal and interest on loans that are due within 3 months. The bank deposits have long-term restrictions on withdrawal to set aside for repayment of principal and interest on loans in the event that the Company is unable to repay the principal or interest on the due date, reserve for the major maintenance of the Xayaburi Hydroelectric Power Plant and the obligation from sales of electricity as excess energy pursuant to EGAT Power Purchase Agreement (Note 3c).

5. Assets of hydroelectric power project under concession agreement

Movements of the assets of hydroelectric power project under concession agreement account during the three-month period ended 31 March 2022 are summarised below.

(Unit: Thousand Baht)

Cost

31 December 2021	127,396,585
31 March 2022	127,396,585

Accumulated depreciation

31 December 2021	8,965,748
Depreciation for the period	1,017,311
31 March 2022	9,983,059

Net book value

31 December 2021	118,430,837
31 March 2022	117,413,526

6. Building and equipment

Movements of the building and equipment account during the three-month period ended 31 March 2022 are summarised below.

(Unit: Thousand Baht)

	Leased asset improvements	Furniture and office equipment	Motor vehicles	Assets under construction	Total
Cost					
31 December 2021	48,825	128,463	104,448	24,395	306,131
Acquisitions during the period	-	4,733	-	15,271	20,004
Disposal during the period	-	(309)	-	-	(309)
31 March 2022	48,825	132,887	104,448	39,666	325,826
Accumulated depreciation					
31 December 2021	24,335	63,955	36,512	-	124,802
Depreciation for the period	985	5,227	3,937	-	10,149
Depreciation on disposal	-	(308)	-	-	(308)
31 March 2022	25,320	68,874	40,449	-	134,643
Net book value					
31 December 2021	24,490	64,508	67,936	24,395	181,329
31 March 2022	23,505	64,013	63,999	39,666	191,183

7. Prepaid expenses under the Side Agreement / Advance under the Side Agreement

On 16 September 2021, the Company entered into the Side Agreement to the Xayaburi Power Project Concession Agreement with the Government of the Lao People's Democratic Republic (a major shareholder of a shareholder of the Company) to pay Baht 2,593.0 million compensation according to the Amendment Agreement of the Xayaburi Hydroelectric Power Project, dated 15 March 2016. The payment is divided into 2 installments, the first of which was paid in October 2021 while the second installment was paid in November 2021. These installment payments were recorded as "Prepaid expenses under the Side Agreement" in the statement of financial position and amortised on a straight-line basis over the concession period.

Concurrently, the Company paid royalties and corporate income tax in advance at the amount of Baht 2,511.5 million using a loan from financial institutions in November 2021. In return, the Company shall not be required to pay royalties and corporate income tax, which will occur from 2025 onward, and at the same time, the Government of the Lao People's Democratic Republic has also assigned the right to receive the royalties and corporate income tax of Nam Ngum 2 Power Company Limited (related party) to the Company to combine with the royalties and corporate income tax, which should otherwise have been paid by the Company, until the combined amount is equal to the aggregate value of the advance payment as stipulated in the agreement. The Company's management considers that the amounts of royalties and corporate income tax in the future are uncertain and dependent on the future operation; therefore, the payment of Baht 2,511.5 million was recorded together as "Prepaid expenses under the Side Agreement" and "Advance under the Side Agreement" in the statement of financial position in compliance with nature of these transactions.

For a period of 5 years from the Commercial Operation Date, the Company has been granted exemption from the royalties and corporate income tax.

8. Trade and other payables

	(Unit: Thousand Baht)	
	31 March 2022	31 December 2021
		(Audited)
Trade payables - related parties (Note 3)	9,787	7,357
Trade payables - unrelated parties	18,960	16,872
Project payable - related parties (Note 3)	9,681	9,721
Project payable - unrelated parties	1,474	1,495
Other payables - related parties (Note 3)	8,573	148,518
Other payables - unrelated parties	7,441	12,883
Accrued expenses	16,739	22,248
Retention payables	121	2,787
Accrued finance cost	11,423	22,633
Total trade and other payables	84,199	244,514

9. Long-term loans from financial institutions

	(Unit: Thousand Baht)	
	31 March 2022	31 December 2021
		(Audited)
Long-term loans from financial institutions	81,946,302	83,229,277
Less: Current portion	(4,803,837)	(4,811,223)
Long-term loans from financial institutions - net of current portion	<u>77,142,465</u>	<u>78,418,054</u>

Movements in the long-term loans account during the three-month period ended 31 March 2022 are summarised below.

	(Unit: Thousand Baht)
Balance as at 1 January 2022	83,229,277
Less: Repayment during the period	(1,171,788)
Unrealised gain on exchange from cash flow hedge	<u>(122,363)</u>
	81,935,126
Add: Transaction costs	23,945
Less: Transactions for adjustment of interest per loan agreement to effective interest rate	<u>(12,769)</u>
Balance as at 31 March 2022	<u>81,946,302</u>

On 31 October 2011, the Company entered into long-term loan agreements with a consortium commercial bank in Thailand to obtain the following 4 credit facilities:

- 1) Tranche A Facility: Baht 56,409.0 million for use in the payment of project costs.
- 2) Tranche B Facility: USD 711.0 million for use in the payment of project costs.
- 3) Tranche C Guarantee Facility: A bank guarantee of USD 49.0 million to guarantee the borrowers' obligations under the Power Purchase Agreement with the Electricity Generating Authority of Thailand.
- 4) Tranche D Facility: Baht 5,879.0 million for use in payment of the project costs in case the Company cannot receive the electricity revenues from the Testing and Commissioning during Unit Operation Period, whereby all Base Equity, Tranche A and Tranche B Facilities have been fully utilised to pay the project costs.

Tranche A and D Facilities carry interest at the rate of MLR + margin per annum and Tranche B Facility carries at the rate of LIBOR + margin per annum for the period prior to the Commercial Operation Date, and the interest rates are to be reduced for the period afterwards. In addition, the Company is committed to pay front-end fees and commitment fees to the syndicate of lenders at percentages of the total loan facilities and the undrawn portion of the loan, as specified in the loan agreements.

The principal repayments under Tranche A and B Facilities shall be made in 22 installments, semi-annually in the amounts stipulated in the long-term loan agreements. The first repayment date is the earlier of (a) the last Business Day of the 15th calendar month after the month in which the Commercial Operation Date falls or (b) 31 March 2020. Tranche D Facility shall be payable in full in one principal repayment on the earlier of (a) the date falling 20 years and 6 months after the date of the Agreement and (b) the last Business Day of the 132nd calendar month after the First Repayment Date of Tranche A and B Facilities.

In March 2020, the Company amended the loan agreement in respect of the repayment of principal for Tranches A, B and D of the credit facilities, whereby principal is to be paid every 3 months in 58 installments, at the rates specified in the loan agreements. Repayment is to be made on the last working day of each quarter, beginning from 30 September 2020.

On 29 October 2021, the Company entered into the long-term loan agreement with a consortium commercial bank in Thailand for Tranche E Facility amounting to Baht 2,511.5 million and carry interest at the rate of MLR + margin per annum.

The principal repayments under Tranche E Facility shall be paid every 3 months in 40 installments, at the rates specified in the loan agreement. Repayment is to be made on the last working day of each quarter, beginning from 31 March 2022.

Early repayment of principal shall be made in proportion to Tranches A, B and D of the credit facilities, at a rate of 50 percent of the excess cash based on conditions specified in the loan agreement, until the total outstanding debt is less than or equal to the outstanding amount under the original loan agreement.

Under the long-term loan agreements, the Company is to conform to covenants imposed by the lenders in respect of, among other things, the increase in its registered capital and the maintenance of a certain long-term loans from financial institutions to its paid up share capital ratio and provision of securities by mortgaging of its immovable properties, the pledge of movable properties located in the Lao People's Democratic Republic, pledges of some of shareholder's shares of the Company, pledges and assignments of rights in bank accounts, the assignment of beneficiary rights under insurance policies, and the assignment of rights and obligations under the relevant agreements relating to the Xayaburi Hydroelectric Power Project.

As at 31 March 2022, the Company had fully drawn down Tranche A, B, D and E Facilities.

10. Statutory reserve

Pursuant to the Articles of Association of the Company, the Company is required to annually appropriate 1 percent of its net income to a statutory reserve until the statutory reserve reaches 1 percent of the registered capital. Furthermore, the Board of Directors may propose to the Annual General Meeting to appropriate net income for other reserves as it deemed useful for the Company's business operations.

11. Earnings (loss) per share

Basic earnings (loss) per share is calculated by dividing profit (loss) for the period (excluding other comprehensive income) by the weighted average number of ordinary shares in issue during the period.

12. Commitments and contingent liabilities

12.1 Capital commitments

As at 31 March 2022, the Company had capital commitments under the contract as follows:

- a) The construction contracts of office building with a related company and other companies, amounting to approximately Baht 8.3 million.
- b) The contract to design, build and deliver Transmission Line Emergency Restoration System with a company, amounting to approximately Baht 13.7 million.

12.2 Other commitments

As at 31 March 2022, the Company had consultancy and services agreements with related companies and other companies for the Xayaburi Hydroelectric Power Project, amounting to approximately Baht 165.6 million, USD 0.6 million, Baht 18.9 million per month and LAK 270.7 million per month.

12.3 Bank guarantees

As at 31 March 2022, there were outstanding bank guarantees of USD 43.0 million issued by banks on behalf of the Company in respect of the guarantee required under the Power Purchase Agreement with the Electricity Generating Authority of Thailand.

13. Financial instruments

13.1 Foreign currency risk

As at 31 March 2022 and 31 December 2021 the Company had the net of financial asset and financial liabilities in foreign currency as follows:

Foreign currency	Financial liabilities net of financial assets		Average exchange rate as at	
	31 March 2022	31 December 2021	31 March 2022	31 December 2021
		(Audited)		(Audited)
	(Million)	(Million)	(Baht per 1 foreign currency unit)	
US Dollar	567.9	590.8	33.2973	33.4199

Since January 2020, the Company has applied cash flow hedge accounting in order to hedge the foreign exchange exposure on a certain portion of its forecasted revenue from sales of electricity in USD currency, which are designated as the hedged item and long-term loans in USD are the hedging instrument with outstanding balance as at 31 March 2022 totaling approximately USD 663.8 million. (31 December 2021: USD 673.4 million).

During the three-month period ended 31 March 2022, the Company recognised an unrealised gain of Baht 122.3 million from changes in the fair value of the long-term loans in USD used for cash flow hedging, in other comprehensive income.

13.2 Interest rate risk

Derivative financial instruments

The Company uses interest rate swap agreements to hedge the interest risk on long-term USD loans, in accordance with a condition stipulated in the long-term loan agreements of the project.

The Company has outstanding interest rate swap agreements as at 31 March 2022 at a total notional amount of USD 305.4 million (31 December 2021: USD 309.7 million) of such long-term USD loans with the consortium of lending banks to swap floating interest rates for fixed interest rates of 0.45 to 0.55 percent per annum. The fixed interest rates are effective from the end of June 2020, December 2020 and June 2021, respectively. The interest rate swap agreements will end on 31 December 2023 for USD 199.2 million and 30 June 2024 for USD 106.2 million.

The Company remeasured the fair value of the interest rate swap agreements based on market price, which presented the present value of net cash flows of the interest rate swap, and tested the effectiveness of hedges as at the end of reporting period. For the three-month period ended 31 March 2022, the Company had no ineffective derivative financial instruments and therefore recognised unrealised gain of approximately Baht 252.6 million as a result of changes in the fair value of interest rate swaps in other comprehensive income. However, when the interest rate swaps are settled, the gain or loss previously recognised in other comprehensive income will be transferred to profit or loss during the operation phase.

Impact of interest rate benchmark reform

Managing interest rate benchmark reform and associated risks

The Company has exposure in relation to the replacement or reform of the benchmark InterBank Offered Rates ("IBORs") of its financial instruments since there is uncertainty over the timing and the methods of transition. The Company anticipates that IBORs reform will impact its risk management and hedge accounting; therefore, the Company applies temporary exceptions which enable entities to continue applying hedge accounting during the period of uncertainty. Specifically, the temporary exceptions state that for the purpose of determining whether a forecast transaction is highly probable for cash flow hedges, it is assumed that the benchmark interest rate on which the hedged cash flows are based is unchanged as a result of IBORs reform.

The risk management committee monitors and manages the Company's transition to the alternative benchmark rates by evaluating the extent to cash flows from contracts that are referred to IBORs, whether such contracts will need to be amended and how to manage the communication with counterparties as a result of IBORs reform.

As at 31 March 2022, the Company has the interest rate swaps agreements with nominal amounts of USD 305.4 million that are designated as hedging instruments to hedge cash flows on loans that carry interest at floating rates based on USD LIBOR, which will be matured in 2023 and 2024.

13.3 Fair value of financial instruments

Since the majority of the Company's financial assets and financial liabilities are short-term trade and other payables in nature, restricted bank deposits and long-term loans from related parties and financial institutions which carry interest at rates close to market interest rates, their fair value is not expected to be materially different from the amounts presented in the statement of financial position.

Fair value hierarchy

As at 31 March 2022 and 31 December 2021, the Company had the following derivative financial assets and liabilities that were measured at fair value using level 2 of inputs as follows:

	(Unit: Thousand Baht)	
	31 March 2022	31 December 2021
		(Audited)
Derivative financial assets		
Interest rate swap agreements	351,536	98,981

The fair value of the derivative has been determined by using a discounted future cash flow model and a valuation model technique. Most of the inputs used for the valuation are observable in the relevant market such as interest rate yield curves.

During the current period, there were no transfers within the fair value hierarchy.

14. Approval of interim financial statements

These interim financial statements were authorised for issue by the Company's authorised directors on 29 April 2022.

Xayaburi Power Company Limited
Audit report and financial statements
31 December 2021

Independent Auditor's Report

To the Shareholders of Xayaburi Power Company Limited

Opinion

I have audited the accompanying financial statements of Xayaburi Power Company Limited ("the Company"), which comprise the statement of financial position as at 31 December 2021, and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Xayaburi Power Company Limited as at 31 December 2021, and its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards.

Basis for Opinion

I conducted my audit in accordance with International Standards on Auditing. My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of my report. I am independent of the Company in accordance with the Code of Ethics for Professional Accountants as issued by the Federation of Accounting Professions as relevant to my audit of the financial statements, and I have fulfilled my other ethical responsibilities in accordance with the Code. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

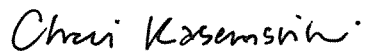
As part of an audit in accordance with International Standards on Auditing, I exercise professional judgement and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

I communicate with management regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

I am responsible for the audit resulting in this independent auditor's report.



Chatchai Kasemsrithanawat

Certified Public Accountant (Thailand) No. 5813

EY Office Limited

Bangkok: 15 February 2022

Xayaburi Power Company Limited

Statement of financial position

As at 31 December 2021

(Unit: Baht)

	<u>Notes</u>	<u>2021</u>	<u>2020</u>
Assets			
Non-current assets			
Plant and equipment, net	8	118,612,166,232	122,694,383,277
Intangible assets	9	38,115,481	43,215,873
Right-of-use assets	10	77,330,897	79,075,374
Long-term restricted bank deposits	13	5,042,206,574	3,237,585,588
Prepaid expenses under the Side Agreement	11	3,939,884,275	-
Advance under the Side Agreement	11	1,160,893,457	-
Derivative financial assets	21.6	98,981,088	-
Other non-current assets		749,349	674,414
Total non-current assets		<u>128,970,327,353</u>	<u>126,054,934,526</u>
Current assets			
Spare parts and supplies		4,865,606	2,140,446
Other current assets		365,274,310	308,847,666
Trade and other receivables - related parties	19	2,526,734,834	2,236,125,637
Cash at bank and on hand	12	2,141,328,714	2,498,522,368
Short-term restricted bank deposits	12	471,372,253	364,326,373
Total current assets		<u>5,509,575,717</u>	<u>5,409,962,490</u>
Total assets		<u>134,479,903,070</u>	<u>131,464,897,016</u>
Equity and liabilities			
Equity			
Issued capital	14	26,861,000,000	26,861,000,000
Retained earnings		4,056,156,917	1,009,504,150
Statutory reserve	15	58,010,877	20,182,202
Other components of shareholders' equity	21.6	(2,097,233,189)	24,617,467
Total equity		<u>28,877,934,605</u>	<u>27,915,303,819</u>

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited

Statement of financial position (continued)

As at 31 December 2021

(Unit: Baht)

	<u>Notes</u>	<u>2021</u>	<u>2020</u>
Non-current liabilities			
Long-term loans from financial institutions			
- net of current portion	16	78,418,053,526	78,389,914,479
Long-term loans from related companies and			
accrued interest expenses	19	21,236,201,870	21,049,447,070
Derivative financial liabilities	21.6	-	62,995,211
Provision for long-term employee benefits		9,065,597	15,256,331
Other long-term liabilities - related party	17, 19	799,232,062	253,779,378
Lease liabilities - net of current portion	10	75,642,117	73,966,181
Total non-current liabilities		<u>100,538,195,172</u>	<u>99,845,358,650</u>
Current liabilities			
Trade and other payables	18	244,513,863	120,304,795
Current portion of long-term loans from			
financial institutions	16	4,811,223,416	3,576,818,579
Current portion of lease liabilities	10	8,036,014	7,111,173
Total current liabilities		<u>5,063,773,293</u>	<u>3,704,234,547</u>
Total liabilities		<u>105,601,968,465</u>	<u>103,549,593,197</u>
Total equity and liabilities		<u>134,479,903,070</u>	<u>131,464,897,016</u>

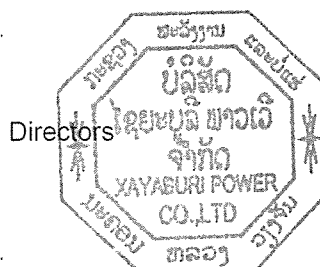
The accompanying notes are an integral part of the financial statements.



Mr. Thanawat Trivisvavet



Mr. Vorapote Uchoepaiboonvong



Xayaburi Power Company Limited
Statement of comprehensive income
For the year ended 31 December 2021

(Unit: Baht)

	<u>Notes</u>	<u>2021</u>	<u>2020</u>
Profit or loss:			
Operating income			
Revenue from sales of electricity	19	13,946,952,075	12,067,073,066
Other income			
Finance income		26,089,844	5,684,422
Gain on exchange		269,603,642	-
Others		<u>2,077,129</u>	<u>7,214,979</u>
Total operating income		<u>14,244,722,690</u>	<u>12,079,972,467</u>
Operating expenses			
Cost of sales of electricity		(4,891,062,543)	(4,739,278,379)
Administrative expenses		(545,626,240)	(328,561,838)
Loss on exchange		<u>-</u>	<u>(88,387,802)</u>
Total operating expenses		<u>(5,436,688,783)</u>	<u>(5,156,228,019)</u>
Profit before finance costs		8,808,033,907	6,923,744,448
Finance cost	6	<u>(5,025,166,465)</u>	<u>(5,955,452,844)</u>
Profit for the year		<u>3,782,867,442</u>	<u>968,291,604</u>
Other comprehensive income:			
<i>Other comprehensive income to be reclassified</i> <i>to profit or loss in subsequent periods:</i>			
Unrealised gain (loss) from cash flow hedges	21.4, 21.5	<u>(2,121,850,656)</u>	<u>183,479,974</u>
<i>Other comprehensive income not to be reclassified</i> <i>to profit or loss in subsequent periods</i>			
Actuarial loss		<u>-</u>	<u>(8,559,073)</u>
Other comprehensive income (loss) for the year		<u>(2,121,850,656)</u>	<u>174,920,901</u>
Total comprehensive income for the year		<u><u>1,661,016,786</u></u>	<u><u>1,143,212,505</u></u>

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited
Statement of changes in equity
For the year ended 31 December 2021

(Unit: Baht)

	Issued and paid-up		Statutory	Other components of equity	
	share capital	Retained earnings	reserve	Unrealised gain (loss) from cash flow hedges	Total
As at 1 January 2020	26,861,000,000	69,953,821	-	(158,862,507)	26,772,091,314
Profit for the year	-	968,291,604	-	-	968,291,604
Other comprehensive income for the year	-	(8,559,073)	-	183,479,974	174,920,901
Total comprehensive income for the year	-	959,732,531	-	183,479,974	1,143,212,505
Transferred inappropriate retained earnings to statutory reserve (Note 15)	-	(20,182,202)	20,182,202	-	-
As at 31 December 2020	26,861,000,000	1,009,504,150	20,182,202	24,617,467	27,915,303,819
As at 1 January 2021	26,861,000,000	1,009,504,150	20,182,202	24,617,467	27,915,303,819
Profit for the year	-	3,782,867,442	-	-	3,782,867,442
Other comprehensive income for the year	-	-	-	(2,121,850,656)	(2,121,850,656)
Total comprehensive income for the year	-	3,782,867,442	-	(2,121,850,656)	1,661,016,786
Dividends (Note 20)	-	(698,386,000)	-	-	(698,386,000)
Transferred inappropriate retained earnings to statutory reserve (Note 15)	-	(37,828,675)	37,828,675	-	-
As at 31 December 2021	26,861,000,000	4,056,156,917	58,010,877	(2,097,233,189)	28,877,934,605

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited

Statement of cash flows

For the year ended 31 December 2021

(Unit: Baht)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Profit for the year	3,782,867,442	968,291,604
Adjustment to reconcile profit to net cash flows:		
Depreciation and amortisation	4,176,781,789	4,171,389,484
Amortisation of prepaid expenses under the Side Agreement	17,613,662	-
Loss (gain) on sales/write-off of plant and equipment	(2,065,776)	116,100
Unrealised loss (gain) on exchange	(294,078,315)	66,160,699
Amortisation of deferred loan arrangement fees	123,706,510	96,785,928
Finance income	(26,089,844)	(5,684,422)
Finance cost	4,893,083,107	5,857,229,037
Provision for long-term employee benefits	2,616,434	1,684,415
Operating profit before working capital changes	12,674,435,009	11,155,972,845
(Increase)/decrease in:		
Trade and other receivables	(291,556,008)	(669,975,911)
Spare parts and supplies	(2,725,160)	(2,028,708)
Other current assets	(54,196,348)	(56,702,741)
Other non-current assets	(74,935)	-
Increase/(decrease) in:		
Trade and other payables	129,234,447	(218,448,092)
Other long-term liabilities - related party	543,326,479	221,476,827
Payment of long-term employee benefits	(8,807,168)	(223,638)
Cash flows from operating activities	12,989,636,316	10,430,070,582
Cash paid for prepaid of royalties and corporate income tax under the Side Agreement	(3,957,497,937)	-
Net cash flows from operating activities	<u>9,032,138,379</u>	<u>10,430,070,582</u>
Cash flows from investing activities		
Increase in short-term restricted bank deposits	(58,591,859)	(361,677,912)
Increase in long-term restricted bank deposits	(1,704,463,454)	(3,282,652,692)
Acquisition of plant and equipment	(77,617,138)	(43,797,343)
Acquisition of intangible assets	(1,892,530)	(1,046,425)
Proceeds from sale of equipment	2,138,530	-
Increase in advance under the Side Agreement	(1,147,002,063)	-
Interest received	9,968,154	5,653,629
Net cash flows used in investing activities	<u>(2,977,460,360)</u>	<u>(3,683,520,743)</u>

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited
Statement of cash flows (continued)
For the year ended 31 December 2021

(Unit: Baht)

	<u>2021</u>	<u>2020</u>
Cash flows from financing activities		
Increase in long-term loans from financial institutions	2,511,500,000	619,000,000
Cash paid for long-term loans from financial institutions	(3,580,598,574)	(863,704,106)
Cash paid for long-term loans from related companies	(350,000,000)	-
Cash paid for interest on long-term loans from related companies	(350,000,000)	-
Cash paid for loan arrangement fees	(25,308,064)	(299,845,225)
Cash paid for interest expenses from financial institutions	(4,051,780,811)	(4,719,097,440)
Cash paid for principal portion of lease liabilities	(5,077,304)	(5,271,761)
Cash paid for interest on lease liabilities	(2,542,979)	(2,541,161)
Dividend payment	<u>(698,386,000)</u>	<u>-</u>
Net cash flows used in financing activities	<u>(6,552,193,732)</u>	<u>(5,271,459,693)</u>
Net increase (decrease) in cash and cash equivalents	(497,515,713)	1,475,090,146
Effect of exchange rate changes on cash and cash equivalents	140,322,059	(13,201,795)
Cash and cash equivalents at beginning of year	<u>2,498,522,368</u>	<u>1,036,634,017</u>
Cash and cash equivalents at end of year	<u><u>2,141,328,714</u></u>	<u><u>2,498,522,368</u></u>

Supplemental cash flows information

Non-cash transactions

Increase in plant and equipment from other accounts payable	3,998,700	-
Increase in intangible assets from other payables	-	1,080,000
Increase in right-of-use assets from lease liabilities	5,364,259	1,630,578

The accompanying notes are an integral part of the financial statements.

Xayaburi Power Company Limited
Notes to financial statements
For the year ended 31 December 2021

1. Corporate information

- a) Xayaburi Power Company Limited ("the Company") is a limited company incorporated on 22 June 2010 under the laws of the Lao People's Democratic Republic. The major shareholder of the Company is CK Power Public Company Limited, which was incorporated in Thailand.

The Company is principally engaged in the generation and sale of electricity from the Xayaburi Hydroelectric Power Project in the Lao People's Democratic Republic.

The Company's registered office is located at 215 Lane Xang Avenue, Ban Xieng Yuen, Muang Chantabouly, Vientiane, Lao People's Democratic Republic, and its representative office in Thailand is situated at 587 Viriyathavorn Building 19th Floor, Sutthisarn Road, Kwaeng Ratchadaphisek, Khet Dindaeng, Bangkok. In July 2011, the Company obtained the authorisation for establishment of the representative office in Thailand from the Department of Business Development, Ministry of Commerce and to carry out its operations as stipulated in the business license.

The financial statements of Xayaburi Power Company Limited for the year ended 31 December 2021 were authorised for issue by the Company's Board of Directors on 15 February 2022.

- b) On 29 October 2010, the Company entered into the Concession Agreement with the Government of the Lao People's Democratic Republic on a BOOT basis (Build-Own-Operate and Transfer) to design, develop, construct and operate the Xayaburi Hydroelectric Power Project for a period of 29 years commencing from the Commercial Operation Date (29 October 2019) to sell electricity to the Electricity Generating Authority of Thailand and Electricité du Laos. Thereafter, the Company shall transfer the Xayaburi Hydroelectric Power Project to the Government of the Lao People's Democratic Republic at the end of the concession period. However, the Company has the right to extend the contract period under the terms and conditions as may then be agreed by the parties.

Under the Concession Agreement, the Company has a commitment to implement a community development program to support the economic and social development of the nearby communities and to pay royalties and corporate income tax to the Government of the Lao People's Democratic Republic for a concession period at the rates specified under the Concession Agreement.

On 15 March 2016, the Company entered into an Amendment of the Concession Agreement to extend the concession period is 31 years commencing from the Commercial Operation Date.

- c) On 24 January 2011, the Company entered into a lease agreement with the National Land Management Authority, which represented the Government of the Lao People's Democratic Republic, in respect of the lease of land located in Xayaburi Province and Luang Prabang Province, for the construction of the Xayaburi Hydroelectric Power Project, at rental rates specified under the agreement. The term of the lease is from 29 October 2010 until the end of the concession period.
- d) On 14 October 2011, the Company entered into the Engineering, Procurement and Construction Contract ("EPC Contract") with the related company on a Lump Sum Fixed Price Turnkey Basis.

On 6 July 2016, the Company entered into an Amendment to the EPC Contract for additional costs for the First Stage Works and Second Stage Works, on a lump sum settlement amount of Baht 19,400 million.

- e) On 29 October 2011, the Company entered into the Power Purchase Agreement with the Electricity Generating Authority of Thailand ("EGAT") with the capacity 1,220 MW to sell electricity at rates specified in the agreement. The period of the agreement is 29 years, commencing from the Commercial Operation Date.
- f) On 22 December 2011, the Company entered into the Power Purchase Agreement with the Electricité du Laos ("EDL") with the capacity 60 MW to sell electricity at the rates specified in the agreement. The period of the agreement is complied with the concession period stipulated in the Concession Agreement.

2. Significant accounting policies

2.1 Basis for preparation

The financial statements of the Company have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

The financial statements have been prepared on a historical cost basis except for derivative financial instruments which have been measured at fair value. The financial statements are presented in Thai Baht ("Baht").

2.2 Standards that became effective in the current year

Below is a summary of new and revised accounting standards that became effective in the current accounting year.

- Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16: Interest Rate Benchmark Reform - Phase 2

These amendments provide reliefs which provide temporary reliefs which address the financial reporting effects when an interbank offered rate (IBOR) is replaced with an alternative nearly risk-free interest rate. The relevant details are disclosed in Note 21.5.

2.3 Summary of significant accounting policies

(a) Foreign currency translation

The financial statements are presented in Baht, which is the Company's functional and presentation currency.

Foreign currency transactions are translated into Baht at the rates ruling on the transaction dates. Monetary assets and liabilities denominated in foreign currencies outstanding on the reporting date are retranslated into Baht at the rates ruling on the reporting date. All differences are taken to profit or loss in the statement of comprehensive income. The exchange differences relevant to the construction of the hydroelectric power project are included as part of project costs during the construction phase. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions.

(b) Revenues and expenses recognition

Revenue from sale of electricity

Revenue from sales of electricity is recognised on the basis of actual electricity sales, referring to the number of units sold and the applicable tariff rates.

Interest income

Revenue is recognised as interest accrues (using the effective interest method, that is the rate that exactly discounts estimated future cash receipts through the expected life of the financial instrument to the net carrying amount of the financial asset).

Other revenues and expenses

Other revenues and expenses are recognised on an accrual basis.

(c) Income tax

Current income tax

Current income tax is provided in the accounts at the amount expected to be paid to the taxation authorities, based on taxable profits determined in accordance with tax legislation and the Concession Agreement.

Deferred tax

Deferred tax is provided using the liability method on temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- where the deferred tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, carry forward of unused tax credits and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised except:

- where the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax assets to be utilised. Unrecognised deferred income tax assets are reassessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax assets to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items outside profit or loss is recognised outside profit or loss. Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive income or directly in equity.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

(d) Financial assets

Financial assets are classified, at initial recognition and subsequently measured, at amortised cost, fair value through other comprehensive income (OCI), and fair value through profit or loss.

The classification of financial assets at initial recognition depends on the financial asset's contractual cash flow characteristics and the Company's business model for managing them. With the exception of trade receivables that do not contain a significant financing component or for which the Company has applied the practical expedient, the Company initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs.

In order for a financial asset to be classified and measured at amortised cost or fair value through OCI, it needs to give rise to cash flows that are 'solely payments of principal and interest (SPPI)' on the principal amount outstanding. This assessment is referred to as the SPPI test and is performed at an instrument level.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the marketplace (regular way purchases) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Financial assets at amortised cost (debt instruments)

This category is the most relevant to the Company. The Company measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortised cost are subsequently measured using the effective interest (EIR) method and are subject to impairment. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired.

The Company's financial assets at amortised cost includes cash at bank and on hand, short-term restricted bank deposits, long-term restricted bank deposits and trade and other receivables.

Fair value of financial instruments

The fair value of financial instruments that are traded in active markets at each reporting date is determined by reference to quoted market prices or dealer price quotations (bid price for long positions and ask price for short positions), without any deduction for transaction costs. For financial instruments are not traded in an active market, fair value is determined using valuation techniques. Such techniques include using recent arm's length market transactions; reference to the current market value of another instrument which is substantially the same; a discounted cash flow analysis or other valuation models.

(e) Cash and cash equivalents

Cash and cash equivalents comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less and without restrictions.

(f) Spare parts and supplies

Spare parts and supplies are valued at the lower of cost (under the weighted average method) and net realisable value and are charged to production costs whenever consumed.

(g) Financial liabilities

All interest-bearing loans are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans are subsequently measured at amortised cost using the EIR method.

Gains and losses are recognised in profit or loss in statement of comprehensive income when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fee or costs that are an integral part of the EIR. The EIR amortisation is included in finance cost in profit or loss.

Finance cost which is amortised using the EIR method is included in project costs during construction period and is recognised as an expense in profit or loss for the operation period.

(h) Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the statement of financial position if, and only if, there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, or to realise the assets and settle the liabilities simultaneously.

(i) Derecognition of financial assets and liabilities

Financial assets

A financial asset (or, where applicable a part of a financial asset or part of a group of similar financial assets) is derecognised when:

- the rights to receive cash flows from the asset have expired; or
- the Company has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Company has transferred substantially all the risks and rewards of the asset, or (b) the Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Company has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, and has neither transferred nor retained substantially all the risks and rewards of the asset nor transferred control of the asset, the asset is recognised to the extent of the Company's continuing involvement in the asset.

In that case, the Company also recognises an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Company has retained. Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Company could be required to repay.

Financial liabilities

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires.

When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as a derecognition of the original liability and the recognition of a new liability, and the difference in the respective carrying amounts is recognised in profit or loss in statement of comprehensive income.

(j) Impairment of financial assets

The Company recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Company expects to receive, discounted at an approximation of the original effective interest rate. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (a 12-month ECL). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure (a lifetime ECL).

The Company considers a significant increase in credit risk to have occurred when contractual payments are more than 30 days past due and considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Company may also consider a financial asset to have a significant increase in credit risk and to be in default using other internal or external information, such as credit rating of issuers.

For trade receivables, the Company applies a simplified approach in calculating ECLs. Therefore, the Company does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date. The carrying amount of the asset is reduced through the use of an allowance account. The amount of the impairment loss shall be recognised in profit or loss in statement of comprehensive income.

A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

(k) Plant and equipment/depreciation

Plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses, if any. These costs include the cost of replacing part of such equipment when that cost is incurred if the recognition criteria are met.

Depreciation of plant and equipment is calculated by reference to their costs on the straight-line basis over estimated useful lives:

Xayaburi Hydroelectric Power Project	31 years
Building and leased asset improvements	10 and 20 years
Furniture and office equipment	3, 5 and 10 years
Motor vehicles	5 and 10 years

No depreciation is provided on assets under construction.

The carrying values of the plant and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying values may not be recoverable.

An item of plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in profit or loss in statement of comprehensive income in the year the asset is derecognised.

The residual values, useful lives and depreciation methods of the assets are reviewed, and adjusted if appropriate, at each financial year end.

(l) Intangible assets

The intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses (if any).

Intangible assets with finite lives are amortised on the straight-line basis over the economic useful life and tested for impairment whenever there is an indication that the intangible assets may be impaired. The amortisation period and the amortisation method of such intangible assets are reviewed at least at each financial year end. The amortisation expense is charged to profit or loss.

Intangible assets of the Company with finite useful lives comprise computer software, and have useful lives of 10 years.

(m) Leases

The Company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Company as a lessee

The Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses (if any), and adjusted for any remeasurement of lease liabilities (if any). The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets, as follows:

Land and building	31 years
Motor vehicles	2, 3 and 4 years

If ownership of the leased asset transfers to the Company at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

The right-of-use assets are also subject to impairment.

ii) Lease liabilities

At the commencement date of the lease, the Company recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable (if any), variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Company uses its incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Company applies the short-term lease recognition exemption to its short-term leases of equipment (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of equipment that are considered to be low value. Lease payments on short-term leases and leases of low-value assets are recognised as expense on a straight-line basis over the lease term.

The Company as a lessor

Leases under which the Company does not transfer substantially all the risks and rewards of ownership of the asset are classified as operating leases.

The Company considers that the arrangement under the Power Purchase Agreement (“PPA”) with EGAT contains a lease. Since the Company retains the principal risks and rewards from its ownership in the power plant, the arrangement is considered to be an operating lease.

The power plant is capitalised as plant and equipment and depreciated over its useful life.

There is no future minimum payment by EGAT under the terms of the PPA, it is deemed appropriate to recognise revenue on the basis of actual electricity sales, referring to the number of units sold and the applicable tariff rates.

(n) Impairment of non-financial assets

The Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any such indication exists, or when annual impairment testing for an asset is required, the Company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's fair value less costs to sell and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs to sell, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for public traded companies or other available fair value indicators.

An assessment is made at each reporting date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such an indication exists, the Company estimates the recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. If that is the case, the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such a reversal is recognised in profit or loss in statement of comprehensive income, and after such a reversal, the depreciation charge is adjusted in future periods to allocate the asset's revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

(o) Employee benefits

Short-term employee benefits

Salaries, annual rewards and related employment welfare are recognised as expenses when incurred.

Post-employment benefits

Defined benefit plans

The Company has obligations in respect of the severance payments it must make to employees upon retirement under labor law. The Company treats these severance payment obligations as a defined benefit plan.

The obligation under the defined benefit plan is determined by a professionally qualified independent actuary based on actuarial techniques, using the projected unit credit method.

Actuarial gains and losses arising from post-employment benefits are recognised immediately in other comprehensive income.

Past service costs are recognised in profit or loss on the earlier of the date of the plan amendment or curtailment and the date that the Company recognises restructuring-related costs.

(p) Derivative financial instruments and hedge accounting

Derivative financial instruments

The Company uses derivative financial instruments to manage its risks associated with exchange rate and interest rate, such as foreign exchange contracts and interest rate swap agreements.

Such derivatives are initially recognised and measured at fair value on the date on which the derivative contract is entered into and are subsequently remeasured at fair value, which has been calculated using the quoted market rates, at the end of reporting period. Gains or losses resulting from changes in the fair value of the derivative financial instruments are recognised as financial assets or financial liabilities when the gain or loss occurs. However, where derivatives qualify for hedge accounting, recognition of any resultant gain or loss from changes in the fair value depends on the nature of the item being hedged.

Derivatives are presented as non-current assets or non-current liabilities if the remaining maturity of the instrument is more than 12 months and it is not due to be realised or settled within 12 months. Other derivatives are presented as current assets or current liabilities.

Hedge accounting - Cash flow hedges

The Company applies hedge accounting when the risk that has been hedged can be clearly identified and the effectiveness of the hedge can be measured.

The effective portions of the gain or loss on the instruments that hedge exposure to fluctuations in cash flows that are either attributable to a particular risk associated with a recognised financial asset or liability or to a highly probable forecast transaction are recognised directly in other comprehensive income (OCI) and are transferred to project costs during construction phase, and to profit or loss during operating phase when the hedged cash flow transactions occur. However, if the hedge instrument is not effective, any gain or loss from a change in the fair value of the derivative financial instrument is recognised immediately to profit or loss. The cash flow hedge reserve is adjusted to the lower of the cumulative gain or loss on the hedging instrument and the cumulative change in fair value of the hedged item.

If cash flow hedge accounting is discontinued, the amount that has been accumulated in OCI must remain in accumulated OCI if the hedged future cash flows are still expected to occur. Otherwise, the amount will be immediately reclassified to profit or loss as a reclassification adjustment.

(q) Provisions

Provisions are recognised when the Company has a present obligation as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

3. Significant accounting judgements, estimates and assumptions

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the disclosure of contingent liabilities, at the reporting date. However, changes in these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in future periods. Significant judgements and estimates, including the key assumptions concerning the future and other key sources of estimation, are as follows:

Concession Agreement

The Company's management considers the arrangement under the Concession Agreement with the Government of the Lao People's Democratic Republic to be outside the scope of IFRIC 12, and recorded all expenditures and other related costs incurred during the construction of the hydroelectric power plant as plant and equipment in the statement of financial position.

Power Purchase Agreement

The Company's management considers the arrangement under the Power Purchase Agreement with EGAT to constitute a lease. Further details are contained in note 2.3 (m).

Functional Currency

The Company's management considers the Company's functional currency to be Baht, since this is the currency that will mainly influence the selling price of electricity, and the costs of the Company's sales. It is also the currency in which, in comparison with the US dollar, funds from financing activities are more likely to be generated, and in which receipts from operating activities are more likely to be retained.

Deferred income tax assets

Deferred income tax assets are recognised for all unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgement is required to determine the amount of deferred income tax assets that can be recognised, based upon the likely timing and level of future taxable profits together with future tax planning strategies. Further details are contained in note 7.

4. Standards issued but not yet effective

Standards issued but not yet effective up to the date of issuance of the Company's financial statements are listed below. The Company intends to adopt these standards, if applicable, when they become effective.

- IFRS 17 Insurance Contracts
- Amendments to IAS1: Classification of Liabilities as Current or Non-Current
- Reference to the Conceptual Framework - Amendments to IFRS 3
- Property, Plant and Equipment: Proceeds before Intended Use - Amendments to IAS 16
- Onerous Contracts - Costs of Fulfilling a Contract - Amendments to IAS 37
- IFRS 1 First-time Adoption of International Financial Reporting Standards - Subsidiary as a first-time adopter
- IFRS 9 Financial Instruments - Fees in the '10 per cent' test for derecognition of financial liabilities
- IAS 41 Agriculture – Taxation in fair value measurements
- Definition of Accounting Estimates - Amendments to IAS 8
- Disclosure of Accounting Policies - Amendments to IAS 1 and IFRS Practice Statement 2
- Deferred Tax related to Asset and Liabilities arising from a Single Transaction - Amendment to IAS 12

At present, the management of the Company is evaluating the impact of these standards to the financial statements in the period of initial application.

5. Expenses by nature

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Depreciation and amortisation	4,176,782	4,171,389
Salaries and other employee benefits	249,087	216,604
Director' remuneration	12,380	12,516
Travelling expenses	7,631	14,968
Insurance expenses	338,916	310,170
Management fee charged by the major shareholder	171,001	168,266
Amortisation of prepaid expenses under the Side Agreement	17,614	-
Environmental improvement works	140,285	-

6. Finance cost

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Interest expense on borrowings - non-related parties	4,096,735	4,499,541
Interest expense on borrowings - related parties	886,755	930,449
Interest expense on other long-term liabilities - related party	2,125	6,359
Interest expense on lease liabilities	2,543	2,541
Interest expense from derivatives designated as hedging instruments in cash flow hedge	28,631	285,070
Other interest expenses	8,377	231,493
Total	<u>5,025,166</u>	<u>5,955,453</u>

7. Income tax

Income tax expenses of the Company is calculated by multiplying taxable profits by the tax rate as specified in the Concession Agreement for each period commencing from the Commercial Operation Date (29 October 2019) to the end of the concession period. However, for a period of 5 years from the Commercial Operation Date, the Company has been granted exemption from the corporate income tax. No corporate income tax was payable for the current year.

The Company has tax losses of Baht 186.6 million (2020: Baht 361.1 million) that normally are available to be utilised within five years for offset against future taxable profit of the Company in which the losses arose. However, the management of the Company expects that the losses cannot be utilised since the Company shall pay income tax to the Government of the Lao People's Democratic Republic five years after the Commercial Operation Date (29 Oct 2019) which is stipulated in the Concession Agreement. Therefore, deferred income tax assets have not been recognised in respect of these losses.

The table below summarises the outstanding tax losses as at 31 December 2021 and 2020:

<u>Expiry of the outstanding tax losses</u>	<u>2021</u>	<u>2020</u>
	<u>Million Baht</u>	<u>Million Baht</u>
Year 2021	-	174.5
Year 2022	86.4	86.4
Year 2023	100.2	100.2

8. Plant and equipment

(Unit: Thousand Baht)

	Xayaburi Hydroelectric Power Project	Building and leased asset improvements	Furniture and office equipment	Motor vehicles	Assets under construction	Total
Cost						
1 January 2020	127,530,690	43,397	89,993	56,079	-	127,720,159
Additions	-	5,388	22,315	14,799	-	42,502
Transfer in/(out)	(134,105)	40	(40)	-	-	(134,105)
Disposals/write off	-	-	(754)	-	-	(754)
31 December 2020	127,396,585	48,825	111,514	70,878	-	127,627,802
Additions	-	-	19,330	37,891	24,395	81,616
Disposals/write off	-	-	(2,381)	(4,321)	-	(6,702)
31 December 2021	127,396,585	48,825	128,463	104,448	24,395	127,702,716
Accumulated depreciation						
1 January 2020	710,069	17,059	32,264	16,320	-	775,712
Depreciation for the year	4,135,018	3,281	15,629	9,504	-	4,163,432
Transfer out	(5,095)	-	-	-	-	(5,095)
Disposals/write off	-	-	(630)	-	-	(630)
31 December 2020	4,839,992	20,340	47,263	25,824	-	4,933,419
Depreciation for the year	4,125,756	3,995	19,000	15,009	-	4,163,760
Disposals/write off	-	-	(2,308)	(4,321)	-	(6,629)
31 December 2021	8,965,748	24,335	63,955	36,512	-	9,090,550
Net book value						
31 December 2020	122,556,593	28,485	64,251	45,054	-	122,694,383
31 December 2021	118,430,837	24,490	64,508	67,936	24,395	118,612,166
Depreciation for the year						
2020 (Baht 4,136 million included in cost of sales of electricity and the remaining balance in administrative expenses)						4,163,432
2021 (Baht 4,142 million included in cost of sales of electricity and the remaining balance in administrative expenses)						4,163,760

As at 31 December 2021, certain items of plant and equipment were fully depreciated but are still in use. The gross carrying amount before deducting accumulated depreciation of those assets amounted to approximately Baht 31.3 million (2020: Baht 35.4 million).

The Company has mortgaged all immovable assets and pledged all movable assets of the Xayaburi Hydroelectric Power Project with a group of lenders to secure the long-term loans.

9. Intangible assets

A reconciliation of the net book value of intangible assets for the years 2021 and 2020 is presented below.

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Net book value at beginning of year	43,216	46,775
Acquisition of computer software - at cost	812	2,126
Amortisation for the year	<u>(5,913)</u>	<u>(5,685)</u>
Net book value at end of year	<u>38,115</u>	<u>43,216</u>

10. Leases

The Company as a lessee

Movements in the carrying amounts of right-of-use assets during the years ended 31 December 2021 and 2020 are summarised below.

	(Unit: Thousand Baht)		
	Land and building	Motor vehicles	Total
As at 1 January 2020	70,923	15,281	86,204
Additions	-	1,631	1,631
Write-off	-	(1,393)	(1,393)
Depreciation expense	<u>(2,291)</u>	<u>(5,076)</u>	<u>(7,367)</u>
As at 31 December 2020	68,632	10,443	79,075
Additions	5,364	-	5,364
Depreciation expense	<u>(2,418)</u>	<u>(4,690)</u>	<u>(7,108)</u>
As at 31 December 2021	<u>71,578</u>	<u>5,753</u>	<u>77,331</u>

Movements in the carrying amounts of lease liabilities during the years ended 31 December 2021 and 2020 are summarised below.

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
As at 1 January	81,077	86,204
Additions	5,364	1,631
Accretion of interest	2,543	2,541
Payments	(7,620)	(7,813)
Decrease from contract cancellation	-	(1,400)
Unrealise loss (gain) on exchange	2,314	(86)
As at 31 December	<u>83,678</u>	<u>81,077</u>
Current	8,036	7,111
Non-current	75,642	73,966

The weighted-average incremental borrowing rate for lease liabilities is 3.2% per annum.

The following are the amounts recognised in profit or loss:

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Depreciation expense of right-of-use assets	7,108	7,367
Interest expense on lease liabilities	2,543	2,541
Total amount recognised in profit or loss	<u>9,651</u>	<u>9,908</u>

The Company had total cash outflows for leases of Baht 7.6 million in 2021 (Baht 7.8 million in 2020).

11. Prepaid expenses under the Side Agreement / Advance under the Side Agreement

On 16 September 2021, the Company entered into the Side Agreement to the Xayaburi Power Project Concession Agreement with the Government of the Lao People's Democratic Republic to pay Baht 2,593.0 million compensation according to the Amendment Agreement of the Xayaburi Hydroelectric Power Project, dated 15 March 2016. The payment is divided into 2 installments, the first of which was paid in October 2021 while the second installment was paid in November 2021. These installment payments were recorded as "Prepaid expenses under the Side Agreement" in the statement of financial position and amortised on a straight-line basis over the concession period.

Concurrently, the Company paid royalties and corporate income tax in advance at the amount of Baht 2,511.5 million using a loan from financial institutions in November 2021. In return, the Company shall not be required to pay royalties and corporate income tax, which will occur from 2025 onward, and at the same time, the Government of the Lao People's Democratic Republic has also assigned the right to receive the royalties and corporate income tax of Nam Ngum 2 Power Company Limited to the Company to combine with the royalties and corporate income tax, which should otherwise have been paid by the Company, until the combined amount is equal to the aggregate value of the advance payment as stipulated in the agreement. The Company's management considers that the amounts of royalties and corporate income tax in the future are uncertain and dependent on the future operation; therefore, the payment of Baht 2,511.5 million was recorded together as "Prepaid expenses under the Side Agreement" and "Advance under the Side Agreement" in the statement of financial position in compliance with nature of these transactions.

For a period of 5 years from the Commercial Operation Date, the Company has been granted exemption from the royalties and corporate income tax.

12. Cash at bank and on hand

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Cash	382	344
Bank deposit	2,140,947	2,498,178
Total	<u>2,141,329</u>	<u>2,498,522</u>

As at 31 December 2021 and 2020, almost all of the cash at banks were bank deposits in saving accounts carrying interest at floating rates based on daily bank deposit rates.

The Company has pledged and assigned rights of claim in bank accounts with outstanding balances as at 31 December 2021 totaling approximately Baht 2,140.9 million (2020: Baht 2,498.2 million) with lenders to secure long-term loans of the Company, in accordance with conditions stipulated in the long-term loan agreements. However, the Company is able to withdraw these deposits for use in payment of regular operating expenses.

Short-term restricted bank deposits

The Company has pledged and assigned rights of claim in bank accounts with outstanding balances as at 31 December 2021 totaling approximately Baht 471.4 million (2020: Baht 364.3 million) with lenders to secure long-term loans of the Company, in accordance with conditions stipulated in the long-term loan agreements. Those bank accounts have restrictions on withdrawal in order to repay loan principal and interest due within 3 months.

13. Long-term restricted bank deposits

The Company has pledged and assigned rights of claim on bank accounts with outstanding balances as at 31 December 2021 totaling approximately Baht 5,042.2 million (2020: Baht 3,237.6 million) with lenders to secure long-term loans of the Company in accordance with conditions stipulated in the long-term loan agreements. Those bank accounts have restrictions on withdrawal in order to reserve cash for the major maintenance of the Xayaburi Hydroelectric Power Plant, the obligation from sales of electricity as excess energy pursuant to EGAT Power Purchase Agreement (Note 17) and the loan principal repayment and interest payment under the long-term loan agreements, in the event that the Company is unable to repay principal or interest when due.

14. Issued capital

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Authorised:		
2,686,100,000 ordinary shares of Baht 10 each	<u>26,861,000</u>	<u>26,861,000</u>
Issued and fully paid up:		
2,686,100,000 ordinary shares of Baht 10 each	<u>26,861,000</u>	<u>26,861,000</u>

15. Statutory reserve

Pursuant to the Articles of Association of the Company, the Company is required to annually appropriate 1% of its net income to a statutory reserve until the statutory reserve reaches 1% of the registered capital. Furthermore, the Board of Directors may propose to the Annual General Meeting to appropriate net income for other reserves as it deemed useful for the Company's business operations.

16. Long-term loans from financial institutions

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Long-term loans from financial institutions	83,229,277	81,966,733
Less: Current portion	<u>(4,811,223)</u>	<u>(3,576,819)</u>
Long-term loans from financial institutions - net of current portion	<u>78,418,054</u>	<u>78,389,914</u>

Movements in the long-term loans account during the year ended 31 December 2021 and 2020 are summarised below.

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Balance as at 1 January	81,966,733	82,522,932
Add: Additional borrowings during the year	2,511,500	619,000
Unrealised loss (gain) on exchange from cash flow hedge	2,283,827	(87,613)
Less: Repayment during the year	<u>(3,580,599)</u>	<u>(863,704)</u>
	83,181,461	82,190,615
Add: Transaction costs	98,399	19,391
Less: Transactions for adjustment of interest per loan agreement to effective interest rate	<u>(50,583)</u>	<u>(243,273)</u>
Balance as at 31 December	<u>83,229,277</u>	<u>81,966,733</u>

On 31 October 2011, the Company entered into long-term loan agreements with a consortium commercial bank in Thailand to obtain the following 4 credit facilities:

- 1) Tranche A Facility: Baht 56,409.0 million for use in the payment of project costs.
- 2) Tranche B Facility: USD 711.0 million for use in the payment of project costs.
- 3) Tranche C Guarantee Facility: A bank guarantee of USD 49.0 million to guarantee the borrowers' obligations under the Power Purchase Agreement with the Electricity Generating Authority of Thailand.
- 4) Tranche D Facility: Baht 5,879.0 million for use in payment of the project costs in case the Company cannot receive the electricity revenues from the Testing and Commissioning during Unit Operation Period, whereby all Base Equity, Tranche A and Tranche B Facilities have been fully utilized to pay the project costs.

Tranche A and D Facilities carry interest at the rate of MLR + margin per annum and Tranche B Facility carries at the rate of LIBOR + margin per annum for the period prior to the Commercial Operation Date, and the interest rates are to be reduced for the period afterwards. In addition, the Company is committed to pay front-end fees and commitment fees to the syndicate of lenders at percentages of the total loan facilities and the undrawn portion of the loan, as specified in the loan agreements.

The principal repayments under Tranche A and B Facilities shall be made in 22 installments, semi-annually in the amounts stipulated in the long-term loan agreements. The first repayment date is the earlier of (a) the last Business Day of the 15th calendar month after the month in which the Commercial Operation Date falls and (b) 31 March 2020. Tranche D Facility shall be payable in full in one principal repayment on the earlier of (a) the date falling 20 years and 6 months after the date of this Agreement and (b) the last Business Day of the 132nd calendar month after the First Repayment Date of Tranche A and B Facilities.

In March 2020, the Company amended the loan agreement in respect of the repayment of principal for Tranches A, B and D of the credit facilities, whereby principal is to be paid every 3 months in 58 installments, at the rates specified in the loan agreements. Repayment is to be made on the last working day of each quarter, beginning from 30 September 2020.

On 29 October 2021, the Company entered into the long-term loan agreement with a consortium commercial bank in Thailand for Tranche E Facility amounting to Baht 2,511.5 million and carry interest at the rate of MLR + margin per annum.

The principal repayments under Tranche E Facility shall be paid every 3 months in 40 installments, at the rates specified in the loan agreement. Repayment is to be made on the last working day of each quarter, beginning from 31 March 2022.

Early repayment of principal shall be made in proportion to Tranches A, B and D of the credit facilities, at a rate of 50 percent of the excess cash based on conditions specified in the loan agreement, until the total outstanding debt is less than or equal to the outstanding amount under the original loan agreement.

Under the long-term loan agreements, the Company is to conform to covenants imposed by the lenders in respect of, among other things, the increase in its registered capital and the maintenance of a certain long-term loans from financial institutions to its paid up share capital ratio and provision of securities by mortgaging of its immovable properties, the pledge of movable properties located in the Lao People's Democratic Republic, pledges of some of shareholder's shares of the Company, pledges and assignments of rights in bank accounts, the assignment of beneficiary rights under insurance policies, and the assignment of rights and obligations under the relevant agreements relating to the Xayaburi Hydroelectric Power Project. The Company is in compliance with the covenants.

As at 31 December 2021, the Company had fully drawn down Tranche A, B, D and E Facilities.

17. Other long-term liabilities - related party

The balance of other long-term liabilities is the cash which the Company received from sales of electricity as excess energy in the Xayaburi Hydroelectric Power Project to EGAT and has the obligations to repay to EGAT in 2029, in accordance with a condition in the Power Purchase Agreement. The Company initially records such long-term liabilities at the present value of the amounts to be repaid. In addition, the carrying amount of the liabilities increases in each period to reflect the passage of time, with the Company recognising this increase as a finance cost.

18. Trade and other payables

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Trade payables - related parties	7,357	16,007
Trade payables - unrelated parties	16,872	8,413
Project payable - related parties	9,721	29,618
Project payable - unrelated parties	1,495	11,427
Other payables - related parties	148,518	9,507
Other payables - unrelated parties	12,883	6,352
Accrued expenses	22,248	16,809
Retention payables	2,787	-
Accrued finance cost	22,633	22,172
Total trade and other payables	<u>244,514</u>	<u>120,305</u>

19. Related party transactions

Related parties comprise enterprises and individuals that control, or are controlled by, the Company, whether directly or indirectly, or which are under common control with the Company.

They also include associated companies and individuals which directly or indirectly own a voting interest in the Company that gives them significant influence over the Company, key management personnel, and directors and officers with authority in the planning and direction of the Company's operations.

During the year, the Company had significant business transactions with related parties which are related by way of shareholding, as well as through common shareholders and/or common directors. These transactions were concluded on arm's length basis between the Company and those related parties. As at 31 December 2021, the outstanding balances of the Company are unsecured and interest free and settlement occurs in cash, except the long-term loans from related companies are charged at MLR + margin and principal repayment as stipulated in the long-term loan agreements. There have been no guarantees provided or received for any related party.

Below is a summary of those transactions:

		(Unit: Million Baht)	
	<u>Relationships</u>	<u>2021</u>	<u>2020</u>
<u>Transactions with related parties</u>			
Revenue from sales of electricity	Common director, A major shareholder of a shareholder of the Company	13,947	12,067
Other income	Common shareholder	-	7
Cost of sales of electricity	Common director	85	90
Administrative expenses	Common director	239	107
Finance cost	Common director	889	937

The balances of the accounts as at 31 December 2021 and 2020 between the Company and those related parties are as follows:

		(Unit: Thousand Baht)	
	<u>Relationships</u>	<u>2021</u>	<u>2020</u>
<u>Trade and other receivables - related parties</u>			
- Electricity Generating Authority of Thailand	Common director	2,047,988	1,883,091
- Electricité du Laos	A major shareholder of a shareholder of the Company	478,747	353,035
		<u>2,526,735</u>	<u>2,236,126</u>
<u>Trade and other payables - related parties (Note 18)</u>			
<u>Trade payables - related parties</u>			
- CK Power Public Company Limited	Common director	7,174	6,425
- PT Sole Company Limited	Common director of a major shareholder	-	9,417
- The Government of the Lao People's Democratic Republic	A major shareholder of a shareholder of the Company	183	165
		<u>7,357</u>	<u>16,007</u>
<u>Other payables - related parties</u>			
a) <u>Project payable- related parties</u>			
- PT Sole Company Limited	Common director of a major shareholder	-	20,833
- The Government of the Lao People's Democratic Republic	A major shareholder of a shareholder of the Company	9,721	8,785
		<u>9,721</u>	<u>29,618</u>

(Unit: Thousand Baht)

	<u>Relationships</u>	<u>2021</u>	<u>2020</u>
b) <u>Other payables - related parties</u>			
- CH. Karnchang (Lao) Company Limited	Common shareholder	140,285	-
- CH. Karnchang Public Company Limited	Common director	80	94
- CK Power Public Company Limited	Common director	8,153	7,903
- PT Sole Company Limited	Common director of a major shareholder	-	1,510
		<u>148,518</u>	<u>9,507</u>
Total trade and other payables - related parties		<u>165,596</u>	<u>55,132</u>

Other long-term liabilities - related party (Note 17)

- Electricity Generating Authority of Thailand	Common director	<u>799,232</u>	<u>253,779</u>
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Long-term loans from related companies and accrued interest expenses

The balances of long-term loans from related companies and accrued interest expenses as at 31 December 2021 and 2020 and movements of the long-term loans and accrued interest expenses are as follows:

(Unit: Thousand Baht)

		Balance as at	Increase during	Decrease	Transfer during	Balance as at
	<u>Relationship</u>	<u>1 January 2021</u>	<u>the year</u>	<u>during the year</u>	<u>the year</u>	<u>31 December 2021</u>
Loans:						
- CH. Karnchang Public Company Limited	Common director	10,028,180	-	(209,888)	-	9,818,292
- CK Power Public Company Limited	Common director	3,000,000	-	(62,789)	-	2,937,211
- Global Power Synergy Public Company Limited	Common director	2,463,160	-	(51,554)	(2,411,606)	-
- GPSC Treasury Center Company Limited	Common shareholder	-	-	-	2,411,606	2,411,606
- Electricity Generating Public Company Limited	Common director	1,231,200	-	(25,769)	-	1,205,431
		<u>16,722,540</u>	<u>-</u>	<u>(350,000)</u>	<u>-</u>	<u>16,372,540</u>

(Unit: Thousand Baht)

		Balance as at	Increase during	Decrease	Transfer during	Balance as at
	Relationship	1 January 2021	the year	during the year	the year	31 December 2021
Accrued interest expenses:						
- CH. Karnchang Public Company Limited	Common director	3,081,315	531,770	(243,036)	-	3,370,049
- CK Power Public Company Limited	Common director	221,229	159,083	(24,978)	-	355,334
- Global Power Synergy Public Company Limited	Common director	682,978	119,383	(54,663)	-	747,698
- GPSC Treasury Center Company Limited	Common shareholder	-	11,232	-	-	11,232
- Electricity Generating Public Company Limited	Common director	341,385	65,287	(27,323)	-	379,349
		<u>4,326,907</u>	<u>886,755</u>	<u>(350,000)</u>	<u>-</u>	<u>4,863,662</u>
Long-term loans from related companies and accrued interest expenses		<u>21,049,447</u>	<u>886,755</u>	<u>(700,000)</u>	<u>-</u>	<u>21,236,202</u>

(Unit: Thousand Baht)

		Balance as at	Increase	Decrease	Balance as at
	Relationship	1 January 2020	during the year	during the year	31 December 2020
Loans:					
- CH. Karnchang Public Company Limited	Common director	10,028,180	-	-	10,028,180
- CK Power Public Company Limited	Common director	3,000,000	-	-	3,000,000
- Global Power Synergy Public Company Limited	Common director	2,463,160	-	-	2,463,160
- Electricity Generating Public Company Limited	Common director	1,231,200	-	-	1,231,200
		<u>16,722,540</u>	<u>-</u>	<u>-</u>	<u>16,722,540</u>
Accrued interest expenses:					
- CH. Karnchang Public Company Limited	Common director	2,523,343	557,972	-	3,081,315
- CK Power Public Company Limited	Common director	54,308	166,921	-	221,229
- Global Power Synergy Public Company Limited	Common director	545,927	137,051	-	682,978
- Electricity Generating Public Company Limited	Common director	272,880	68,505	-	341,385
		<u>3,396,458</u>	<u>930,449</u>	<u>-</u>	<u>4,326,907</u>
Long-term loans from related companies and accrued interest expenses		<u>20,118,998</u>	<u>930,449</u>	<u>-</u>	<u>21,049,447</u>

In the second and third quarter of the year 2016, the Company entered into Sponsor Loan Agreements with CH. Karnchang Public Company Limited, Global Power Synergy Public Company Limited and Electricity Generating Public Company Limited, which will provide Sponsor loans to the Company pursuant to the Sponsors Support Agreements, in an amount of Baht 17,241.0 million for payment of additional works in the Xayaburi Hydroelectric Power Project during construction period.

On 31 July 2019 and 26 December 2019, the Company entered into Sponsor Loan Agreements with CK Power Public Company Limited amounting to Baht 2,000.0 million and Baht 1,000.0 million, respectively for partial repayment of loans under Sponsor Loan Agreements to CH. Karnchang Public Company Limited. The terms and conditions in this agreement are according to the terms and conditions stipulated in the Sponsor Loan Agreement.

On 30 November 2021, the Company entered into the Novation Agreement of Sponsor Loan Agreement with Global Power Synergy Public Company Limited and GPSC Treasury Center Company Limited amounting to Baht 2,411.6 million, where Global Power Synergy Public Company Limited transfers the novated rights, obligations and liabilities in respect of the principal and future interest, which will accrued thereon, to GPSC Treasury Center Company Limited.

The interest rates and principal repayment profile will be the same as those stipulated in the Tranche A Facility Agreement, provided, however, that the payment of interest and principal will be subject to the cash flow available to the shareholders after fulfillment of all conditions stipulated in the long-term loan agreements.

Directors and management's benefits

During the years ended 31 December 2021 and 2020, the Company had employee benefit expenses of its directors and management as below:

	(Unit: Thousand Baht)	
	<u>2021</u>	<u>2020</u>
Short-term employee benefits	39,373	40,238
Long-term employee benefits	609	386
Total	<u>39,982</u>	<u>40,624</u>

20. Dividend payment

Dividends	Approved by	Total dividends (Million Baht)	Dividend per share (Baht)
Interim dividends	The Board of Directors Meeting on 22 November 2021	698.4	0.26
Total dividend for the year 2021		<u>698.4</u>	<u>0.26</u>

21. Financial instruments

Financial risk management and policies

The Company's principal financial instruments comprise of loans from financial institutions, and related companies, other long-term liabilities - related party, lease liabilities, derivative financial liabilities, trade and other payables, derivative financial assets, advance under the Side Agreement, restricted bank deposits, trade and other receivables and cash at bank.

The main risks arising from the Company's financial instruments are credit risk, liquidity risk, interest rate risk and foreign currency risk. The Company will use derivative instruments, as and when it considers appropriate, to manage these risks. It is the Company's policy that no trading in derivatives for speculative purposes shall be undertaken.

21.1 Credit risk

Credit risk is the risk that counterparties will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The credit risk associated with operating activities and financing activities of the Company and how they are managed is described below:

Bank deposit

The Company manages the credit risk from balances with banks and financial institutions by making investments only with approved counterparties and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed by the Company's Board of Directors and may be updated throughout the year subject to approval of the Company's Board of Directors. The limits are set to minimise the concentration of risks and therefore mitigate financial loss through a counterparty's potential failure to make payments.

The credit risk on debt instruments is limited because the counterparties are banks with high credit-ratings assigned by international credit-rating agencies.

Trade receivables

The Company has no significant credit risk with respect to trade receivables from sales of electricity because it has secured approximately 95 percent of its installed capacity with a long-term Power Purchase Agreement ("PPA") to sell electricity to the Electricity Generating Authority of Thailand ("EGAT"), a state enterprise of Thailand with strong financial position. For the remaining capacity, the Company has secured a long-term PPA to sell electricity to Electricite' du Laos ("EdL").

An impairment analysis is performed at each reporting date to measure expected credit losses. The provision rates are based on days past due of the customers, along with assessment of the customers' ability to repay, their repayment plan, their contractual obligation, discounted future repayment cash flow and other methodology as appropriate. The calculation reflects the probability-weighted outcome, the time value of money and reasonable and supportable information that is available at the reporting date about past events, current condition and forecast of future economic condition. There has been no receivable from sale of electricity that is impaired.

21.2 Liquidity risk

Liquidity risk arises in the general funding of the Company's activities and in the management of positions. It includes both the risk of being unable to fund assets at appropriate maturities and rates and the risk of being unable to liquidate an asset at a reasonable price and in an appropriate time frame.

To manage the liquidity risk, the Company's management considers and monitors the forecasting of its liquidity reserve with undrawn loan, cash from sales of electricity and the balance of cash and cash equivalent on the basis of estimated cash flow, which are maintained at appropriate level to meet the Company's expenditure under its interim payment schedule, budget and short-term operational needs.

The table below summarises the maturity profile of the Company's non-derivative financial liabilities and derivative financial instruments as at 31 December 2021 and 2020 based on contractual undiscounted cash flows:

(Unit: Million Baht)

	As at 31 December 2021			
	Within 1 year	2 - 5 year	Over 5 year	Total
Non-derivatives				
Trade and other payables	245	-	-	245
Lease liabilities	11	18	96	125
Long-term loans from financial institutions and expected interest payments	8,823	33,830	70,968	113,621
Long-term loans from related companies and expected interest payments	500	3,532	26,731	30,763
Other long-term liabilities - related party	-	-	823	823
Total non-derivatives	9,579	37,380	98,618	145,577
Derivatives				
Derivative assets				
Derivative financial assets	-	99	-	99

(Unit: Million Baht)

	As at 31 December 2020			
	Within 1 year	2 - 5 year	Over 5 year	Total
Non-derivatives				
Trade and other payables	120	-	-	120
Lease liabilities	10	20	90	120
Long-term loans from financial institutions and expected interest payments	7,541	32,080	75,175	114,796
Long-term loans from related companies and expected interest payments	700	3,231	27,533	31,464
Other long-term liabilities - related party	-	-	411	411
Total non-derivatives	8,371	35,331	103,209	146,911
Derivatives				
Derivative liabilities				
Derivative financial liabilities	-	63	-	63

21.3 Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates.

The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's bank deposits and the long-term loans from financial institutions with floating interest rates. The Company will use derivative financial instruments, as and when it considers appropriate, to manage this risk.

The table below summarises the significant financial assets and financial liabilities as at 31 December 2021 and 2020:

(Unit: Million Baht)

	As at 31 December 2021				
	Fixed	Floating	Non-interest		
	interest rates	interest rate	bearing	Total	Interest rate
					(% p.a.)
Financial assets					
Long-term restricted bank deposits	4,962	80	-	5,042	0.050 - 0.375
Trade and other receivables - related parties	-	-	2,527	2,527	
Cash at bank and on hand	-	2,141	-	2,141	0.050 - 0.125
Short-term restricted bank deposits	-	471	-	471	0.050 - 0.125
Advance under the Side Agreement	1,161	-	-	1,161	8.841
	6,123	2,692	2,527	11,342	
Financial liabilities					
Long-term loans from financial institutions	-	84,118	-	84,118	MLR + margin and LIBOR + margin
Long-term loans from related companies	-	16,373	-	16,373	MLR + margin
Lease liabilities - net of deferred interest expenses	84	-	-	84	Thai Government bond yield + margin
Accrued interest	-	-	4,886	4,886	
Other long-term liabilities - related party	-	-	799	799	
Trade and other payables	-	-	222	222	
	84	100,491	5,907	106,482	

(Unit: Million Baht)

	As at 31 December 2020				
	Fixed	Floating	Non-interest		
	interest rates	interest rate	bearing	Total	Interest rate
					(% p.a.)
Financial assets					
Long-term restricted bank deposits	-	3,238	-	3,238	0.050 - 0.125
Trade and other receivables - related parties	-	-	2,236	2,236	
Cash at bank and on hand	-	2,498	-	2,498	0.050 - 0.125
Short-term restricted bank deposits	-	364	-	364	0.050 - 0.125
	-	6,100	2,236	8,336	
Financial liabilities					
Long-term loans from financial institutions	-	82,903	-	82,903	MLR + margin and LIBOR + margin
Long-term loans from related companies	-	16,723	-	16,723	MLR + margin
Lease liabilities - net of deferred interest expenses	81	-	-	81	Thai Government bond yield + margin
Accrued interest	-	-	4,349	4,349	
Other long-term liabilities - related party	-	-	254	254	
Trade and other payables	-	-	98	98	
	81	99,626	4,701	104,408	

Derivative financial instruments

Interest rate swap agreements

The Company uses interest rate swap agreements to hedge the interest rate risk on long-term USD loans, in accordance with a condition stipulated in the long-term loan agreements of the project.

As at 31 December 2021, the Company has entered into interest rate swap agreements for a total notional amount of USD 309.7 million (2020: USD 321.3 million) of such long-term USD loans with the consortium of bank lenders, to swap floating interest rates for fixed interest rates. These forecast transactions are highly probable; however, the floating interest rate may be impacted by IBOR Reform that is expected from the LIBOR discontinuation in 2023. Consequently, this may affect to the probability of the forecast transactions and hedging relationship. The interest rate swap agreements comprise about 46.0% of the long-term USD loans. The fixed interest rates are effective from the end of June 2020, December 2020 and June 2021, respectively, and the interest rate swap agreements terminate on 31 December 2023 for USD 202.0 million and 30 June 2024 for USD 107.7 million.

The Company remeasured the fair value of the interest rate swap agreements based on market price, which presented the present value of net cash flows of the interest rate swap, and tested the effectiveness of hedges as at the end of reporting period. To test the hedge effectiveness, the Company uses the hypothetical derivative method and compares the changes in the fair value of the hedging instruments against the changes in fair value of the hedged items attributable to the hedged risks.

The hedge ineffectiveness can arise from:

- Differences in the timing of the cash flows of the hedged items and the hedging instruments
- The counterparties' credit risk differently impacting the fair value movements of the hedging instruments and hedged items
- Changes to the forecasted amount of cash flows of hedged items and hedging instruments

For the year ended 31 December 2021 and 2020, the Company has no significant ineffectiveness derivative financial instruments and therefore recognised an unrealised gain of Baht 162.0 million and Baht 95.9 million, respectively from changes in the fair value of the long-term loans in USD used for cash flow hedging, in other comprehensive income.

Effect from interest rate benchmark reform

Managing interest rate benchmark reform and associated risks

The Company has exposures to benchmark Interbank Offered Rates (IBORs) on its financial instruments that will be replaced or reformed. There is uncertainty over the timing and the methods of transition in some jurisdictions that the Company operates in. The Company anticipates that IBOR reform will impact its risk management and hedge accounting. The Company applies temporary exceptions which enables it to continue hedge accounting during the period of uncertainty. In other words, the temporary exceptions specify that for the purpose of determining whether a forecast transaction is highly probable for cash flow hedges, it is assumed that the interest rate benchmark on which the hedged cash flow are based is not altered as a result of IBOR reform.

At present, the risk management committee of the Company is in the process of evaluating the impact of IBOR reform and is monitoring and managing the Company's transition to alternative benchmark rates. The committee evaluates the extent to which contracts reference IBOR cash flows, whether such contracts will need to be amended as a result of IBOR reform and how to manage communication about IBOR reform with counterparties.

The Company holds interest rate swaps which are designated in cash flow hedging relationships. The interest rate swaps have floating legs that are indexed to USD LIBOR.

Hedging relationships impacted by IBOR reform may experience ineffectiveness attributable to market participant's expectations of when the shift from the existing IBOR benchmark rate to an alternative benchmark interest will occur. This transition may occur at different times for the hedged item and hedging instrument, which may lead to hedge ineffectiveness. The Company has measured its hedging instruments indexed to USD LIBOR using available quoted market rates for LIBOR-based instruments of the same tenor and similar maturity and has measured the cumulative change in the present value of hedged cash flows attributable to changes in USD LIBOR on a similar basis.

The Company's exposure to USD LIBOR designated in hedging relationships is USD 309.7 million as at 31 December 2021 representing both the nominal amount of the hedging interest rate swap and the principal amount of the hedged USD-denominated loan maturing in 2023 and 2024.

Interest rate sensitivity

The following table demonstrates the sensitivity of the Company's profit before tax and equity to a reasonably possible change in interest rates on that portion of floating rate loans from financial institutions and related parties affected as at 31 December 2021 and 2020, with all other variables held constant.

Currency	Increase/ decrease (%)	2021		2020	
		Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity
		(Million Baht)	(Million Baht)	(Million Baht)	(Million Baht)
US Dollar	+0.25	(30.5)	55.2	(28.9)	68.1
	-0.25	30.5	(55.2)	28.9	(68.1)
Baht	+0.25	(194.7)	-	(195.9)	-
	-0.25	194.7	-	195.9	-

21.4 Foreign currency risk

Foreign currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company's exposure to foreign exchange risk related primarily to its long-term loans from financial institutions, trade and other payables and trade and other receivables.

The Company manages its exposure to foreign currency risk by balancing net position of receipt and payment of the foreign currency transactions in each period. The Company will use derivative financial instruments, as and when it considers appropriate, to manage this risk.

As at 31 December 2021 and 2020 the balances of financial assets and liabilities denominated in foreign currencies are summarised below:

Foreign currency	Financial assets/liabilities		Average exchange rate as at 31 December	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
	(Million)		(Baht per 1 foreign currency unit)	
<u>US Dollar</u>			33.4199	30.0371
Financial assets				
- Trade and other receivables	21.8	20.1		
- Cash at bank and on hand	25.1	32.4		
- Short-term restricted bank deposits	5.3	4.5		
- Long-term restricted bank deposits	31.5	29.8		
	<u>83.7</u>	<u>86.8</u>		
Financial liabilities				
- Long-term loans from financial institution	673.4	703.9		
- Lease liabilities (net deferred interest)	0.7	0.7		
- Trade and other payables	<u>0.4</u>	<u>-</u>		
	<u>674.5</u>	<u>704.6</u>		
Foreign currency	Financial assets/liabilities		Average exchange rate as at 31 December	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
	(Million)		(Baht per 1 foreign currency unit)	
<u>CHF</u>				
Financial liabilities				
- Trade and other payables	-	0.4	36.5228	34.0287
<u>EUR</u>				
Financial liabilities				
- Trade and other payables	-	0.2	37.8948	36.8764

As at 31 December 2021, the Company does not utilise any derivative contracts to hedge foreign exchange rate risk.

Foreign currency sensitivity

The following tables demonstrate the sensitivity of the Company's profit before tax and equity to a reasonably possible change in USD exchange rates, with all other variables held constant. The impact on the Company's profit before tax and equity is due to changes in the fair value of monetary assets and liabilities. The Company's exposure to foreign currency changes for all other currencies is not material.

Currency	Increase/ decrease (%)	2021		2020	
		Effect on profit		Effect on profit	
		before tax (Million Baht)	Effect on equity (Million Baht)	before tax (Million Baht)	Effect on equity (Million Baht)
US Dollar	+ 5.0	137.9	(1,125.2)	129.0	(1,056.9)
	- 5.0	(137.9)	1,125.2	(129.0)	1,056.9

Since January 2020, the Company has applied cash flow hedge accounting in order to hedge the foreign exchange exposure on a certain portion of its forecasted revenue from sales of electricity in USD currency, which are designated as the hedged item and long-term loans in USD are the hedging instrument with an outstanding balance, as at 31 December 2021, USD 673.4 million (2020: USD 703.7 million).

For the year ended 31 December 2021, the Company has no ineffectiveness from cash flow hedge requiring recognition through profit or loss and therefore recognised an unrealised loss of Baht 2,283.8 million (2020: an unrealised gain of Baht 87.6 million) from changes in value of the long-term loans in USD used for cash flow hedging due to movements in foreign exchange rates, in other comprehensive income. This balance will continue to remain deferred in equity and will be released to the profit or loss, in the same period that the anticipated hedged US Dollar denominated sales of electricity to which the deferred gain/(losses) are designated, occur.

As at 31 December 2021 and 2020, the outstanding of the hedging instrument are expected to mature and affect to the profit or loss were as follows.

Recyclable:	(Unit: Million USD)	
	As at 31 December 2021	As at 31 December 2020
In up to 1 year	38.0	30.4
In over 1 and up to 5 years	159.4	155.4
In over 5 years	476.0	517.9

21.5 Fair value

Since the Company's financial assets, trade and other payables are short-term in nature, long-term restricted bank deposits and the majority of the Company's financial liabilities comprising loans from financial institutions and loans from related companies which bear interest at rates close to market rates, the Company's management believes that the fair values of the Company's financial assets and liabilities are approximate to their carrying values and their fair value is not expected to be materially different from the amounts presented in the statement of financial position.

Fair value hierarchy

IFRS 13 requires disclosures relating to fair value measurements using a three-level fair value hierarchy. All the Company's financial instruments recorded with fair value used level 2 input, which is directly or indirectly observable, in the fair value measurement.

As at 31 December 2021 and 2020, the Company held the following derivatives carried at fair value in the statement of financial position.

	(Unit: Million Baht)	
	<u>2021</u>	<u>2020</u>
Derivative financial assets/(liabilities)		
Interest rate swap agreements - hedged	99.0	(63.0)
Total	<u>99.0</u>	<u>(63.0)</u>

Valuation techniques

The interest rate swap agreements are measured their fair value include the swap models, using present value calculations. The provided valuations of Derivative Contracts are derived from proprietary models based upon well recognised financial principles and the reasonable estimates about relevant future market data and its assessment of the factors relevant to the valuations.

The fair value of derivatives has been determined using a discounted future cash flow model and a valuation model technique. Most of the inputs used for the valuation are observable in the relevant market, such as interest rate yield curves. The Company considers counterparty credit risk when determining the fair value of derivatives.

21.6 Capital management

Capital includes ordinary shares and equity attributable to the equity holders of the Company.

The primary objective of the Company's capital management is to ensure that it maintains its ability to continue as a going concern and maintains an appropriate capital structure, stipulated in the long-term loan agreements with financial institutions.

The Company monitors its capital structure using debt-to-equity ratio, which is the total liabilities divided by the aggregate of total equity and any subordinated debt. The Company has the covenant under the loan agreement to maintain the debt-to-equity ratio at no more than 3.0 times.

As at 31 December 2021, the Company's debt to equity ratio is at 2.1 times (2020: 2.1 times).

22. Commitments and contingent liabilities

22.1 Capital commitments

As at 31 December 2021, the Company had office building construction agreements with a related company and other companies, amounting to approximately Baht 11.6 million.

22.2 Commitments

As at 31 December 2021, the Company had consultancy, services and environmental improvement works agreements with related companies and other companies for the Xayaburi Hydroelectric Power Project, amounting to approximately Baht 314.7 million, USD 1.7 million, Baht 19.0 million per month and LAK 270.7 million per month (2020: Baht 13.5 million, USD 1.0 million, CHF 0.5 million and Baht 16.7 million per month and LAK 287.7 million per month).

22.3 Bank guarantees

As at 31 December 2021, there were outstanding bank guarantees of USD 43.0 million issued by banks on behalf of the Company in respect of the guarantee required under the Power Purchase Agreement with the Electricity Generating Authority of Thailand (2020: USD 43.0 million).

Appendix 5

Comparison of the Terms and Conditions of the Debentures and the Standard Terms and Conditions of the Office of the SEC

Summary of the key differences between the Standard Terms and Conditions of the rights and obligations of the Issuer and the Debentureholder provided by the Securities and Exchange Commission ("Standard Terms and Conditions") and the Issuer's Terms and Conditions of "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 1 Due 2025 ("Tranche 1 Debentures")" "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 2 Due 2026 ("Tranche 2 Debentures")" and "The Green Debentures of Xayaburi Power Company Limited No. 1/2022 Tranche 3 Due 2027 ("Tranche 3 Debentures")" (Tranche 1 Debentures, Tranche 2 Debentures and together with Tranche 3 Debentures, the "Debentures")

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
1.Transfer of Debentures	4.3 [specify the Debentures transfer restrictions]	<p>4.3 Debenture Transfer Restrictions</p> <p>(a) Thai transfer restriction</p> <p>The Debentures are offered to the institutional investors and high-net-worth investors and pursuant to the notification of the Capital Market Supervisory Board regarding the application for and, granting of approval for offering of newly-issued debt instruments and the Issuer has registered this transfer restriction with the Office of the SEC and is bound by such transfer restriction to procure that the transfer of Bonds be limited to those qualified as the "Institutional Investors" and "High-Net-Worth Investors" as defined under the Notification No. KorChor. 5/2552. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Debentures to any person who is not qualified as such Institutional Investor and/or High-Net-Worth Investors referred to above (the "Qualified Investors").</p>	To specify the details of the Debentures transfer restrictions both in Thailand and Laos.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		<p>(b) Lao transfer restriction</p> <p>The transfer restriction of the Debentures has been endorsed and acknowledged by the LSCO, in accordance with the Decision No. 15/LSC, that no Debenture will be transferred to any person other than the Qualified Investors.</p> <p>(c) Transfer of Debentures in violation of the Debenture transfer restrictions</p> <p>If any transfer of the Debentures is made in violation of the transfer restrictions specified in Conditions 4.3(a) and 4.3(b) above, a transferee in respect of such transfer, (collectively the "Non-Qualified Person") shall not be recorded or registered in the Register Book as a Debentureholder and shall not be entitled to any Debenture Rights. In this regard, the Debenture Rights shall remain vested in a Debentureholder(s) who has transferred the Debentures to the Non-Qualified Person and who is qualified as a Qualified Investor (the "Qualified Debentureholder"). If such transferor Debentureholder(s) is not a Qualified Debentureholder, the Debenture Rights shall remain vested in the previous transferor Debentureholder(s) who is a Qualified Debentureholder.</p> <p>Each Debentureholder hereby acknowledges and agrees that: (i) it shall not transfer any Debentures held by it to any Non-Qualified Person; and (ii) the Issuer and the Registrar shall not be obliged to indemnify or liable to any Debentureholder or Non-Qualified Person from and against any and all loss, liability, cost, claim, action, demand or</p>	

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		expense (including, but not limited to, all costs, charges, legal fees and expenses paid or incurred in disputing or defending any of the foregoing and any value added tax thereon) which such Debentureholder and/or Non-Qualified Person may incur or which may be made against any of them arising out of or in relation to or in connection with any transfer of the Debentures in violation of the transfer restrictions specified in Conditions 4.3(a) and 4.3(b) above.	
2.Affirmative Covenants	7. <u>Representations, Warranties and Covenants of the Issuer</u> ...	7. <u>Representations, Warranties and Covenants of the Issuer</u> ...	
	7.2 <u>Affirmative Covenants</u> So long as the Issuer has an underlying debt obligations under the Debentures, the Issuer agrees to perform the followings:	6.2 Affirmative Covenants So long as any debt under the Debentures remain outstanding: ...	
	... (g) the Issuer shall supply the document or information listed below to the Debentureholders' Representative and ThaiBMA (for specific items) by ways of communication specified in these Conditions or by electronic email (e-mail) to the address that the Issuer had been notified in advance within the timeline specified herein. If the Issuer supplies the document or information via e-mail, the document or information sent by e-mail shall be deemed validly received by the Debentureholders' Representative when a sent confirmation from the Issuer's e-mail is	... (g) the Issuer shall supply the document or information listed below to the Debentureholders' Representative within the timeline specified herein and by ways of communication specified in these Conditions or by electronic mail (e-mail) to the e-mail address of the Debentureholders' Representative indicated in the Debentureholders' Representative Appointment Agreement or otherwise notified in writing by the Debentureholders' Representative to the Issuer. In this regard, the document or information sent by e-mail shall be deemed validly received by the Debentureholders' Representative when a sent	There is an addition to the Standard Terms and Conditions in the third paragraph in relation to the sources of information that have already been disclosed, it shall be deemed that such information has been submitted to the Debentureholders' Representative. This is because the issuer has published additional information to the public through the website of the ThaiBMA, LSCO, credit rating agency and the website of the Issuer. Therefore, it can be considered that the information has been sent to the Debentureholders' Representative.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
	<p>obtained. The Issuer shall arrange the Debentureholders' Representative to prepare the documents received from the Issuer for the Debentureholders' inspection at its head office during normal business hours.</p> <p>(1) within the Issue Date, counterparts of these Conditions except for the amendment to these Conditions which is to be supplied within the date the amended Conditions becomes effective;</p> <p>(2) within [●] ([●]) days following the end of each of its financial years, copies of the Issuer's audited financial statements for the relevant financial year, and, if applicable, within [●] days from the date the shareholders' meeting certifies amended financial statements, copies of such amended and certified financial statements;</p> <p>(3) [within [●] ([●]) days following the end of each of its financial quarters, copies of the Issuer's reviewed financial statements for the relevant financial quarter (if any)];</p> <p>(4) [within [●] ([●]) days following the end of each of its financial half year, copies of the Issuer's reviewed financial statements for the relevant financial half (if any)];</p> <p>(5) one report submitted to the SEC to be submitted on the same day the report was submitted to the SEC;</p> <p>(6) [notice of change in referencing interest rate that affects the calculation of the price and yields of the Debentures to reflect the current market situation. The notice must be</p>	<p>confirmation from the Issuer's e-mail is obtained. The Debentureholders' Representative shall cause the documents received from the Issuer for the Debentureholders' inspection at its head office during normal business hours at the expense of the Debentureholders.</p> <p>(1) within the Issue Date, counterparts of these Conditions, except for the amendment to these Conditions which is to be supplied within the same timeline specified in Condition 16.2;</p> <p>(2) as soon as the same are submitted to the SEC (and in any event within 120 (one-hundred and twenty) days following the end of each of its financial years), copies of the Issuer's audited financial statements for the relevant financial year, and, if applicable, within 30 days from the date the shareholders' meeting certifies amended financial statements, copies of such amended and certified financial statements;</p> <p>(3) on the date the same are supplied or published, copies of documents, reports or other information relating to the operation of the Issuer's business, which the Issuer has supplied to the LSCO and/or the SEC or published to the public;</p> <p>(4) a written notice informing a cancellation of any Debentures upon a buy-back of such Debentures pursuant to Condition 9.2, on the date the same is supplied to the Registrar pursuant to Condition 9.3;</p> <p>(5) credit update report of the Debentures issued by the Credit Rating Agency;</p>	

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
	<p>delivered within the date of change and the updated interest rate of each time period within 5:00 p.m. of the date determining the interest rate] (to be submitted to the ThaiBMA);</p> <p>(7) on the date the same are supplied or published, copies of documents, reports or other information relating to the operation of the Issuer's business, which the Issuer has supplied to the SEC or published to the public;</p> <p>(8) a written notice informing a cancellation of any Debentures upon a buy-back of such Debentures from the Debentureholders must be delivered within [●] days from the date of buy-back from the Debentureholders (if any);</p> <p>(9) a report on the calculation of [financial ratio] as specified in Condition 7.3(a), which shall be delivered to the Debentureholders' Representative within [●] ([●]) days from the date on which Financial Statements of the Issuer is disclosed, provided that such report shall contain details and calculation method with source of numbers as well as reference; and</p> <p>(10) [credit update report issued by the Credit Rating Agency approved by the SEC].</p> <p>If the financial statements referred to in (2) and (4) are made on consolidated basis, the Issuer shall also send such consolidated financial statements to the Debentureholders' Representative.</p>	<p>(6) a report on the calculation of financial ratio as specified in Condition 6.2(p), which shall be delivered within 15 (fifteen) days from the date on which Financial Statements of the Issuer is disclosed, provided that such report shall contain details and calculation method with source of numbers as well as reference.</p> <p>If the financial statements referred to in (2) and (3) are made on consolidated basis, the Issuer shall also send such consolidated financial statements to the Debentureholders' Representative.</p> <p>If the Issuer makes such information listed in the first paragraph to be published in any sources available for the public (e.g. website of the SEC, the LSCO, the ThaiBMA, the Credit Rating Agency or of the Issuer), it shall be deemed validly given by the Issuer to the Debentureholders' Representative on the date such information has been published by such relevant sources.</p> <p>If the Debentureholders' Representative considers the document or report supplied by the Issuer to be insufficient or ambiguous, or any additional information should be supplied as necessary or as it may materially affect the rights of the Debentureholders, the Debentureholders' Representative may inform in writing to the Issuer, specifying the rationale for requesting additional information or clarification, and the Issuer must supply those requested information according to the request of the Debentureholders' Representative;</p>	

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
	If the Issuer is publicly listed on the Stock Exchange of Thailand and has reported any information under the first paragraph to the Stock Exchange of Thailand which has been publicly announced, it shall be deemed validly given by the Issuer to the Debentureholders' Representative on the date such information has been published by such relevant		
	(k) the Issuer shall promptly send a written notice signed by authorized director or authorized person to the Debentureholders' Representative and the ThaiBMA upon the occurrence of: ... (3) any change to the memorandum of association or the article of association;	(j) the Issuer shall promptly send a written notice signed by authorised director or authorised person to the Debentureholders' Representative and the ThaiBMA upon the occurrence of: ... (3) any change to the Issuer's constitutional documents such as the memorandum of association or the article of association, <u>which is evident of Material Adverse Effect</u> .	There is an addition to the Standard Terms and Conditions to only limit to changes that is evident of Material Adverse Effect, which will affect the right of the Debentureholders such as the reduction of registered capital.
Negative Covenants	7.3 Negative Covenants So long as the Issuer has an underlying debt obligations under the Debentures, the Issuer agrees to perform the followings: (a) Issuer to provide financial covenant	6.2 Affirmative Covenants ... (p) the Issuer shall maintain the Debt to Equity ratio of not exceeding 3:1 (three to one) as at the end of its fiscal year period, which information as appeared in the Financial Statements. For the purpose of this Condition 6.2 (p); "Debt" means total liabilities less cash and cash equivalents, short-term restricted bank deposits, current investments, other current financial assets and long-term restricted bank deposits as set out in the relevant Financial Statement. "Equity" means the aggregate of total shareholders' equity, long-term loans from	Provide details of the financial covenant and shift from Negative Covenants to Affirmative Covenants under 6.2(p) to oblige the Issuer to maintain financial ratios.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		related companies and accrued interest expenses as set out in the relevant Financial Statement. "Financial Statement" means audited financial statements of the Issuer referred to in Condition 6.2 (g)(2), which are prepared in accordance with International Accounting Standard.	
	(c) in the event that a default is made on the payment of any amount of principal or any interest or upon the occurrence of an event that may become an event of default, the Issuer shall not make or pay any dividend monies.	(b) in the event that a default is made on the payment of any amount of principal or any interest or any other sum in respect of any Debentures, the Issuer shall not make or pay any dividend so long as such default has not been remedied, <u>unless approval is obtained from the Debentureholders' meeting;</u>	This is to clarify that the Debentureholders as the creditors can waive the restriction on the Issuer under these terms and conditions by way of resolution of the Debentureholders' meeting.
Interest	8. <u>Interest</u> 8.1 [specify interest terms, calculations and payment date] 8.2 Upon a default on any payment by the Issuer under these Conditions, the Default Interest Rate shall be charged on any unpaid amount of principal from (and including) the due date until (but excluding) the date on which the Issuer makes a full payment, irrespective of whether or not the Debentureholders' Representative has notified the Issuer or declared default as specified in Condition 12.2 or the Acceleration Notice is delivered to the Issuer pursuant to Condition 12.3.	7. <u>Interest</u> 7.1 <i>Interest Rate and Interest Payment</i> Interest on the Debentures at the interest rate stated under Condition 2 shall be payable in arrears to each Debentureholder on the Interest Payment Date. 7.2 <i>Interest Calculation</i> The amount of interest payable in respect of any Debenture for any Interest Period shall be calculated by multiplying (a) the product of the principal amount outstanding on each unit of the Debentures as at the first day of such Interest Period and the relevant Interest Rate applicable thereto by (b) the number of days in respect of that Interest Period and dividing by 365 (three hundred and sixty-five), and rounding the resulting figure to 6 (six) decimal places (in case the 7th (seventh) decimal place is equivalent to or more than 5 (five), the 6th (sixth) decimal place shall be rounded up one decimal).	Specify terms on the interest, interest calculation and default interest which are market convention of, and customary to, domestic Thai bond market.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		<p>In respect of the final Interest Payment Date, the calculation of interest shall be subject to Condition 8.2.</p> <p>7.3 Default Interest</p> <p>(a) Upon a default on any payment by the Issuer under these Conditions, if any payment of any principal amount due is improperly withheld or refused on the Maturity Date or any accelerated payment date, the Default Interest Rate shall be charged on any unpaid amount of principal from (and including) the due date until (but excluding) the date on which the Issuer makes a full payment, irrespective of whether or not the Debentureholders' Representative has notified the Issuer or declared default as specified in Condition 12.2 or the Acceleration Notice is delivered to the Issuer pursuant to Condition 12.3.</p> <p>(b) In such event, Condition 7.2 shall apply <i>mutatis mutandis</i> and the Interest Rate used in Condition 7.2 shall be replaced by the Default Interest Rate.</p>	

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
3. Taxation	<i>None</i>	10. Taxation 10.1 Notwithstanding Condition 10. 2 below, payment under the Debentures will be subject to withholding tax in Thailand according to the Thai tax laws and the Issuer will not be required to gross-up such Thai withholding tax. 10.2 Payment by the Issuer under the Debentures issued hereunder shall be exempted from any and all taxes in the Lao PDR by virtue of the Concession Agreement.	Addition to the Standard Terms and Conditions to provide clarifications that the Issuer does not have duty to gross up any tax withheld from the payment of any amount under the Debentures and provide information on Laos-law tax exemption.
4. Events of Default	12. Events of Default 12.1 The occurrence of any of the following events shall constitute an event of default under the Conditions. ...	12. Events of Default 12.1 The occurrence of any of the following events shall constitute an event of default (each, an " Event of Default ") under the Debentures: ...	
	(d) the Issuer fails to pay any of its obligations having an aggregate amount exceeding [●], or the equivalent in other currency or currencies, resulting from (1) the Issuer fails to pay within the original due date, or within the extended grace period, or (2) such obligation has been declared to be prematurely due and payable by the creditors in relevant agreements.	(d) the Issuer fails to pay any indebtedness for <u>Borrowed Money</u> , having an aggregate nominal amount of more than 1,000 (one thousand) million baht (or the equivalent in any other currency or currencies) when it becomes due and payable (following the giving of such notice, if any, as is required under the document governing such indebtedness and as extended by any applicable grace period) or such indebtedness has been declared to be prematurely due and payable due to a default by the Issuer	Specify the amount which facilitate current operation of the Issuer and provides that this clause is with respect to the "Borrowed Money" as defined so as to reflect the financial capability of the Issuer which shall be considered for the Event of Default purpose.
	(e) the Issuer is subject to any final court judgments or arbitral awards, whether on one or several occasions, rendering it to make payment in an aggregate amount at any time exceeding [●]	(e) the Issuer is subject to any final court judgments or <u>final</u> arbitral awards rendering it to make payment in an aggregate amount at any time exceeding 1,000 (one thousand) million baht or its equivalent in other	Specify the amount which facilitate current operation of the Issuer and provides that the arbitral award refers to the final arbitral award, which is in line with the reference to the final court judgments.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
	baht (or in other currency or currencies) at any time unless the Issuer can prove to the satisfaction of the Debentureholders' Representative or the Debentureholders' meeting that it is capable of paying such amount in accordance with such final judgments or final arbitral awards, and such payment will not cause a Material Adverse Effect;	currency or currencies, whether on one or several occasions, unless the Issuer can prove to the satisfaction of the Debentureholders' Representative or the Debentureholders' meeting that it is capable of paying such amount in accordance with such final judgments or <u>final</u> arbitral awards, and such payment will not cause a Material Adverse Effect;	
	(j) The Issuer makes any declaration of moratorium on the payment of debts, or makes general suspension on its payment of any or all of its debts, regardless of the type of debts, or negotiates with one or more of its creditors for the purpose of debt restructuring or waiver on the payment of its debts, including postponing or changing the repayment schedule, any adjustments in relation to its debt of any type, (or in relation to a part of its debts which the Issuer may not be able to pay when it is due), or the Issuer proposes or makes an agreement, transfer of rights, or compromise agreement for the benefit of the creditors in relation to any debts of the Issuer.	(j) the Issuer makes any declaration of moratorium on the payment of debts or negotiation with one or more creditors of the Issuer for the purpose of debt restructuring or the waiver on the payment of debts, <u>which the Issuer is not able to pay</u> ; for the purpose of debt restructuring in order to grant waiver on the payment of debts, including postponing or changing the repayment schedule, any adjustments in relation to its debt of any type, (or in relation to a part of its debts which the Issuer may not be able to pay when it is due), or the Issuer proposes or makes an agreement, transfer of rights, or compromise agreement for the benefit of the creditors in relation to any debts of the Issuer, <u>which the Issuer may not able to pay when it is due</u> .	Added texts to the Standard Terms and Conditions to clarify that the debt refers to in this Event of Default is the debt which the Issuer is prone to default. It does not include general agreement with the creditors to make any change to the debts for purpose of general corporate cashflow management, for example.
7.Meeting of Debentureholders	None	13.3 The Debentureholders' Representative may adopt a resolution without holding a Debentureholders' meeting if Debentureholders approve the action by placing their signatures on a copy of the text of the resolution. Any such resolution shall be effective and duly bind all the Debentureholders (regardless of whether or not a Debentureholder has executed or accepted such resolution) when it has been signed by the Debentureholders holding the aggregate number of votes required to pass such resolution in accordance with Clause 6 of	To specify additional requirements in relation to the meeting of debentureholders in case of (i) joint meeting of Debentureholders in all tranches; (ii) adopting a resolution without holding a Debentureholders' meeting and (iii) resolution of one Debentureholder.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		<p>Annex B to these Conditions, provided that the counting of the number of votes is based on the total outstanding amount of the Debentures. The duly signed copy or copies of the resolution shall be delivered to the Debentureholders' Representative within a reasonable period of time as determined by the Debentureholders' Representative and placed in the minutes of the Debentureholders' meeting with a copy to the Registrar and the Issuer.</p> <p>13.4 If there is only 1 (one) Debentureholder, a written resolution, duly signed by such Debentureholder, shall be treated as a resolution of a Debentureholders' meeting without having to hold a Debentureholders' meeting.</p> <p>13.5 Any meeting of the Debentureholders under these Conditions shall be a joint meeting between the Debentureholders of all tranches of Debentures using a joint quorum and resolution, unless the subject matter for which the resolution is required affects the holders of a particular tranche of Debentures, in which case a quorum and resolution of the relevant Debentureholders shall be required.</p>	
8. Currency Indemnity	<i>None</i>	<p>20. Currency Indemnity</p> <p>20.1 The Issuer shall make payment in respect of any sum payable under these Conditions in Baht. If any sum is due from the Issuer under these Conditions (a "Sum"), or any order, judgment or award given or made in any jurisdiction in relation to a Sum, has to be converted from Baht (the "First Currency") in which that Sum is payable into another currency for the purpose of:</p>	To provide indemnification for the Debentureholders so that the Debentureholders will be paid in Thai baht as originally intended with exchange risk being controlled and addressed.

Topic	Standard Terms and Conditions	Issuer's Terms and Conditions	Rationale
		<p>(a) making or filing a claim or proof against the Issuer, including the winding-up of the Issuer; or</p> <p>(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,</p> <p>the Issuer shall as an independent obligation, within 7 (seven) Business Days of demand, indemnify the Debentureholder(s) to whom that Sum is payable against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into such another currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.</p> <p>20.2 The indemnity specified under this Condition 20 shall constitute separate and independent obligations from the other obligations contained herein, shall give rise to a separate and independent cause of action, and shall apply irrespective of any indulgence granted by any Debentureholder from time to time, and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any such judgment or order, to the fullest extent permitted by applicable laws.</p>	

XAYABURI POWER CO., LTD.

No. 71/2022
7 July 2022

CORPORATES

Company Rating:	A-
Issue Rating:	
Senior unsecured	BBB+
Outlook:	Stable

Last Review Date: 29/03/22

Company Rating History:

Date	Rating	Outlook/Alert
29/03/22	A-	Stable

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RATIONALE

TRIS Rating affirms the company rating on Xayaburi Power Co., Ltd. (XPCL) at "A-" with a "stable" outlook. At the same time, TRIS Rating assigns the rating of "BBB+" to XPCL's proposed issue of up to THB10 billion in senior unsecured debentures. The issue rating's one-notch below the company rating reflects XPCL's high level of secured debt compared with its total debt. XPCL will use the proceeds from the debentures to refinance its existing debts.

The ratings mirror the stable cash flow from XPCL's long-term power purchase agreement (PPA) with the Electricity Generating Authority of Thailand (EGAT; rated "AAA/Stable" by TRIS Rating). The ratings also recognize the prudent contractual framework of the PPA and competitive cost of electricity generation. On the contrary, the ratings are weighed down by the company's debt-heavy capital structure and high interest expense burden. The ratings are also tempered by the uncertainty of water flow and the country risk of the Lao People's Democratic Republic (Lao PDR).

XPCL's revenue was THB2.7 billion in the first three months of 2022, a 19% growth from THB2.3 billion in the same period of 2021. The increase revenue was from more electricity sale to EGAT resulted from higher water inflow. XPCL's earnings before interest, taxes, depreciation, and amortization (EBITDA) were THB2.3 billion, a 6% increase year-on-year (y-o-y). Its EBITDA margin declined to 84.2% in the first three months of 2022, from 95% in the same period of 2021. This was due in large part to extraordinary expenses on social and environmental obligations under the concession agreement.

At the end of March 2022, XPCL's debt totaled THB103.4 billion, of which THB82 billion was secured debt. The secured debt to total debt ratio was 79.3% suggesting that XPCL's unsecured creditors are significantly disadvantaged to the secured lenders with respect to claims against the company's assets. In effect, we rate XPCL's senior unsecured debentures one notch below the company rating.

RATING OUTLOOK

The "stable" outlook reflects our expectation that XPCL's power plant will perform satisfactorily and deliver stable cash flow over the long term, leading to a steady decline in financial leverage.

RATING SENSITIVITIES

As XPCL's power plant is in early phase of operation, an upgrade of the ratings is unlikely in the near term. However, over a longer horizon, a ratings upgrade could occur if XPCL is able to generate higher-than-expected cash flow while the cash flow against debt obligations significantly improves on a sustained basis. Negative rating pressure could emerge if XPCL's operating performance is consistently below expectation, resulting in material weakening in cash generation against debt obligations.

RELATED CRITERIA

- Key Financial Ratio and Adjustments for Corporate Issuers, 11 January 2022
- Issue Rating Criteria, 15 June 2021
- Rating Methodology – Corporate, 26 July 2019

Xayaburi Power Co., Ltd. (XPCL)

Company Rating:	A-
Issue Rating:	
Up to THB10,000 million senior unsecured debentures due within 5 years	BBB+
Rating Outlook:	Stable

TRIS Rating Co., Ltd.

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XAYABURI POWER
YOUR SENSE OF ENERGY



GREEN BOND FRAMEWORK

XAYABURI POWER COMPANY LIMITED (“XPCL”)

December 2021

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XAYABURI POWER COMPANY LIMITED



Xayaburi Hydroelectric Power Project

Part A: INTRODUCTION

1.1 Background

Xayaburi Power Company Limited (“XPCL” or “Company”) is a limited company incorporated on 22 June 2010 under the laws of the Lao People’s Democratic Republic (the “Lao PDR”). It is the first large-scale project on the mainstream of the Mekong River within the Lao PDR and the lower Mekong basin. XPCL operates the Xayaburi Hydroelectric Power Project (“XHPP” or the “Project”), a run-of-river power plant with a limited impoundment. The Project is a Run-of-River type hydropower plant where the outflow from the project is always equal to the inflow into its impoundment. Its registered office is located at 215 Lane Xang Avenue, Ban Xieng Yuen, Muang Chantabouly, Vientiane, Lao PDR. The Project has total installed capacity of 1,285 MW for the average annual energy generation of 7,400 GWh.

On 29 October 2010, XPCL entered into a Concession Agreement with the Government of the Lao People’s Democratic Republic (the “GOL”) on a BOOT basis (Build-Own-Operate and Transfer) to design, develop, construct, and operate the Xayaburi Hydroelectric Power Project for a period of 29 years commencing from the Commercial Operation Date (“COD”), which is on 29 October 2019. However, in year 2016, XPCL entered into an amendment of the Concession Agreement to extend the concession period to be 31 years from the COD. Therefore, the new concession period would range from year 2019 to 2050.

The Project comprises seven turbine generator units of 175 MW each that will generate and transmit electricity at a total maximum output of 1,225 MW to the Electricity Generating Authority of Thailand (“EGAT”) in Thailand under the Power Purchase Agreement (“PPA”) for 29 years, starting from the COD. The remaining 60 MW from an additional turbine generator unit will be sold to Electricité du Laos (“EDL”) under the PPA between EDL and XPCL for 31 years, starting from the COD, which is equal to the concession period granted from the GOL. However, XPCL has the right to extend the contract period under the terms and conditions as may then be agreed by the parties.

The shareholders of XPCL, as of 30 September 2021, are as follows;

Shareholders	Shares %
1. CK Power Public Company Limited ¹	42.5%
2. Natee Synergy Company Limited	25.0%
3. EDL-Generation Public Company	20.0%
4. Electricity Generating Public Company Limited	12.5%
Grand total	100.0%

¹CK Power Public Company Limited (“CKP”) was founded in 2011 and listed in the stock exchange of Thailand (“SET”) in 2013. CKP is one of the leading private power companies in Thailand, who has primarily been involved in development and operation of hydro power plants in Lao PDR and cogeneration power plants and solar power plants in Thailand. As of 30 September 2021, CKP has total portfolio of 2,167 MW installed capacity (1,003 MW equity capacity), 89% of which is renewable energy and remaining 11% of which is conventional energy.

Construction

XPCL started construction work in late 2010, including the construction of a 115 kV transmission line to the site, the access roads, and the site installations.

Stage 1 :

The project implementation lasted up to January 2015 and comprised the construction of the cofferdams and the excavation and concrete works for the Navigation Lock, Spillway, and parts of the Intermediate Block. In parallel, hydro-mechanical equipment such as gates and stop-logs were fabricated and installed. The electro-mechanical equipment was manufactured and procured. Design, survey, and construction of the 500 kV Transmission Line were conducted.

After closure of the Mekong river on the left side, the diversion of the Mekong River through the largely completed Spillway took place in January 2015, which marked the start of the Stage 2 works.

Stage 2 :

The works comprised all the remaining civil works of the Intermediate Block, the main Powerhouse, the left bank fish passing facilities including the left bank auxiliary powerhouse and the RCC closing structure as well as the fabrication, installation, and commissioning of all hydro-mechanical equipment. Electro-mechanical equipment was manufactured, procured and installed and the 500 kV transmission line was completed and energized.

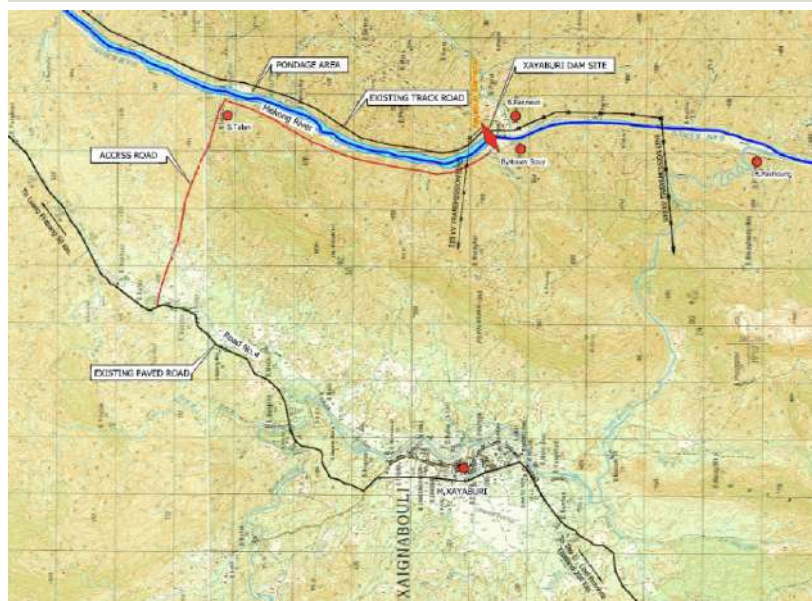
Testing and commissioning of the generating equipment with EGAT and EDL started in April 2019 and the contractual Commercial Operation Date was achieved on 29 October 2019 as planned.



Hydroelectric Power Project on the Mekong River

Project Location

The Xayaburi Hydroelectric Power Project is located on the Mekong River, approximately 80 km downstream of the city of Luang Prabang and about 35 km east from Xayaburi in the Lao PDR.



Project Location

Overview of Project Facilities and Equipment Used



XHPP Main Components

The main components of the project are as follows:

- 1) A two-step Navigation Lock which can accommodate convoys of up to 2 x 500-ton vessels of a total 109 m length
- 2) A gated ogee Spillway consisting of 7 surface spillway openings and 4 low level outlets
- 3) An Intermediate Block with pump stations 1 and 2 and the unloading and erection bay of the Powerhouse
- 4) Powerhouse with 7x175 MW and 1x60 MW vertical axis Kaplan turbines, GIS, and transformer deck
- 5) Main upstream Fish Migration System with fish ladder, fish locks, upper channel, and monitoring station
- 6) A 195 km long 500 kV Transmission Line to Thali (EGAT) and a 17 km long 115 kV line to Xayaburi (EDL)

Operation

XHPP comprises of eight main Kaplan turbine generating units. The seven units of 175 MW each have a runner diameter of 8.6 m and are connected via the 500 kV GIS and a 500 kV transmission line to the EGAT grid. The eighth unit of 60 MW with a runner diameter of 5.05 m is connected via a 115 kV open air switchyard and a 115 kV transmission line to EDL.

The power production of the plant follows the river flow. The upstream water level is maintained at 275.00 +/- 0.5 mm asl (normal operating level). Power production for the EGAT units has to be declared in advance following agreed procedures between XPCL and EGAT. In order to maximise declared power, a specific flow forecasting system was installed by XPCL.

Two compact units of 4 MW each are installed in the auxiliary powerhouse at the left bank. They provide flow for the fish upstream migration facilities and electricity for the station operation.

The tailwater level is a function of the river flow. The generating units can operate at heads between 17.2 and 39.0 meters. The upper limit of the operating head range of 39 m corresponds to a river flow of less than 1,000 m³/s, which is very seldom the case. The lower limit of the operating head will be reached at a river flow of approximate 13,000 m³/s or around 1:2 year flood.

In an average year the power production of the plant is 7,400 GWh. Out of this, 7,100 GWh is supplied to EGAT and the remaining portion of around 300 GWh is supplied to EDL.

Purchase Power Agreement and Off-takers

From the total installed capacity 1,285 MW, there are 2 off-takers with 2 PPAs as below;

- 1) **PPA with EGAT:** 1,220 MW, for 29 years from the Commercial Operation Date;

The PPA with EGAT determines the Annual Supply Target of 5,709 GWh to be purchased by EGAT, divided into:

- (a) Primary Energy (PE): 4,299 GWh per year;
- (b) Secondary Energy (SE): 1,410 GWh per year; and
- (c) If the volume of water exceeds the forecast, Excess Energy (EE) can be produced.

- 2) **PPA with EDL:** 60 MW, for 31 years from the Commercial Operation Date, which is equal to the concession period granted by the GOL for 31 years.

The PPA with EDL is to provide electrical energy to the EDL system, XPCL shall declare and make available an Annual Supply Energy of 343 GWh.



500 kV Takeoff yard and Transmission towers

1.2 Sustainability Strategy

XPCL recognizes the importance of 17 United Nations Sustainable Development Goals (UN SDGs) and has applied international standard measurement to assure the surrounding community, customers, end-users and relevant stakeholders that XPCL's business would commit to environmental preservation and to support communities to achieve the Sustainable Development Goals. Activities, which are in line with the UN SDGs, undertaken by XPCL include;

Goal 7 : Affordable and Clean Energy Goal 13 : Climate Action



Producing Clean Energy Equivalent to Absorption of CO2 from 2.1 Million Rai of Forests per Year.

Over 75 percent of electricity utilized in Thailand is produced from the combustion of non-renewable fuel. On the other hand, hydroelectricity, such as that produced by Xayaburi Hydroelectric Power Plant, is renewable energy without any use of fuel, and depends on differences in water level and on water flow. Greenhouse gases can therefore be reduced by approximately 0.5 kilograms per unit of electricity (kWh)² with the use of hydroelectricity. For comparison, the Xayaburi Hydroelectric Power Plant, with an average production capacity of 7,600 GWh per year, is capable of reducing an emission of Carbon Dioxide (CO2) by up to 3.8 million tons per year, equivalent to an absorption of CO2 by forest by approximately 2.1 million rai every year

Goal 3 : Good Health and Well-being Goal 11 : Sustainable Cities and Communities



Elimination of Aedes Aegypti, Dengue Fever Campaign : Huen Khiang Hong Xayaburi Power.

XPCL aims to ensure healthy lives and promote well-being for the communities surrounding the XPCL power plant and strives to make communities and human settlements improved, inclusive, safe, resilient and sustainable.

XPCL has realized the significance of good hygiene in relation to disease outbreaks, and is taking steps to care for the communities surrounding the power plant. XPCL organized the "Elimination of Aedes Aegypti, Dengue Fever Campaign: Huen Khiang Hong Xayaburi Power" in collaboration with Mueang Nan Public Health and Ban Noen Sawang Sanatorium, Luang Prabang Province. This involves spraying repellent to eliminate Aedes Aegypti, as well as educating the local residents in precautions and prevention of Aedes Aegypti. This will enable them to apply practical knowledge gained in real circumstances, and to reduce the morbidity and mortality rates from dengue fever among the local residents. The activities were undertaken from October 26 to November 12, 2020. In summary, the results after these activities were that the number of dengue fever patients and the mortality rate from dengue fever declined to 0, and the Aedes Aegypti larval index decreased from 6.9 percent to 2.5 percent. There were 200 residents participating in the activities to gain knowledge on prevention and severity of dengue fever.

Goal 8 : Decent Work and Economic Growth



XPCL continues to play a part in promoting continued, inclusive and sustainable economic growth, as well as creating decent work for all, both males and females, including local labour, in every society in which XPCL has invested. XPCL has been monitoring, developing, building careers for the communities surrounding the Xayaburi Hydroelectric Power Plant ("XHPP").

²<http://www.eppo.go.th/index.php/th/energy-information/static-energy/static-co2>

POLICY TOWARDS SUSTAINABLE OPERATION

Electricity can be obtained in a variety of ways from renewable and non-renewable sources. There are non-renewable sources of electricity, which will likely be exhausted at a certain time. Among them are natural gas, oil and coal. At the same time, generating electricity from renewable sources is considered an attractive option for the environment. Renewable energy is gaining prominence worldwide and providing clean electricity to the population through technological developments.

The Blueprint of Green Power Plant

Over 75% of the electricity consumption in Thailand comes from fossil fuel power plants burning either gas or coal and thus releasing substantial amounts of CO₂. Only a small portion in the energy mix comes from renewable energy sources like hydro, solar or wind. To be more conserving to the sustainable energy sector and the world global warming crisis, hydroelectric power is one of the reliable energy sources which can meet the high demand of electricity for the economic growth of Thailand and the region.

Hydropower is the only available technology which can produce base load energy on a large scale. Solar and wind power are intermittent and depend on the availability of sunshine or wind, thus requiring storage methods if energy is to be made available during night times low-wind periods. The only other method to produce CO₂-free energy on a large scale is by nuclear power. However, this is not considered a sustainable form of energy since it produces hazardous waste.

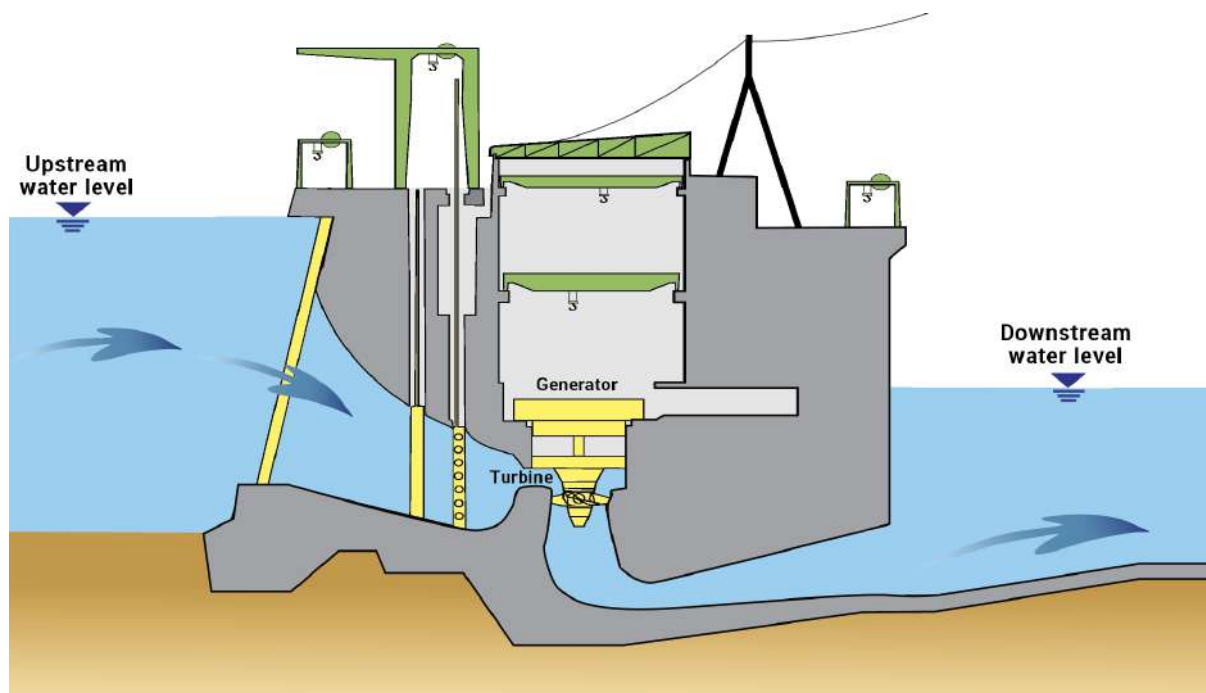
Hydropower is likely to remain a prominent energy option in the global push to decarbonise, due to its potential scale, low GHG emissions, important role in grid support and energy storage capability. While the issue of reservoir emissions has attracted increasing attention over recent years, evidence indicates that on average, acknowledging the highly context-specific nature of the technology, hydropower has one of the lowest GHG footprints of any electricity generation technology e.g., estimates of Run-of-river Lifecycle Emissions are in a range of 3-13 gCO₂e/kWh.³

The Blueprint of "Run-of-River" Power Plant

The general principle of a Run-of-River ("RoR") plant is to use the flow of a river to produce energy, without storing any water. The outflow from such a project is always equal to the inflow.

The electric power production is therefore directly related to the natural flow of the river (= inflow) and fluctuates accordingly with the natural fluctuations. The barrage (typically all installations including the powerhouse are situated within the river and therefore the term "dam" is not usually used for RoR HPP's) divides the river into a headwater area (upstream, also called backwater area or impoundment) and a tailwater area (downstream which is equal to the river itself). The difference in the water levels, the so-called gross head, is, together with the flow, defining the potential energy which can be converted into electricity. The minimum available gross head determines the type and design of the turbine used. The gross head is very small compared to the one of a storage hydropower power plant and accordingly the potential energy is also comparatively small. RoR hydropower plants compensate for that by using a high flow from a large river.

³Climate Bond Initiative's Background Paper for Hydropower Criteria Development of Eligibility Criteria for the Climate Bonds Standard & Certification Scheme, March 2021 Version 1.0



Schematic Cross Section of a Run-of-River Power Plant

The headwater level in this type of hydropower plant is always kept constant during normal operation to ensure that the outflow is equal to the inflow. For flows exceeding the maximum flow, the turbine can be used for energy generation; excess water is released via a spillway.

XPCL is such a low-head run-of-river plant, characterized by:

- Small head range (water level difference between upstream and downstream water level), which makes Kaplan turbines the suitable technology;
- The reservoir is “small” and its footprint is not much bigger than the footprint during natural floods. It does not allow storage of large volumes of water. The total volume is equal to a few days of average flow of the river and no inter-season management of water is possible;
- The water flowing into the reservoir is released at the barrage site, no water is stored during normal operation.

The Blueprint of “Transparent Power Plant”

It is important to reduce the potential impact of the hydropower plant as much as possible. If this is achieved successfully, one can call such a project a “transparent power plant”, which means that the conditions upstream and downstream of the plant are in principle the same.

As explained above, the natural flow of the river is not altered by a run-of-river scheme.

Another important aspect of “transparency” is **sediment**. The Mekong river transports large amounts of sediment in the few months of the wet season. This sediment is important to maintain river bank stability downstream of the plant and avoid erosion. Sediment, especially fine sediment, is also an important nutrient for fish. Therefore, the project has designed facilities which allow an effective management of the sediment to ensure that accumulation in the impoundment is kept to a minimum.

The majority of all sediment transported by the Mekong is suspended, i.e., the particles are “swimming” within the water column of the river. Since the inflow is constantly released by the plant, the majority of these sediment are transported to downstream during the normal operation of the turbines during electricity generation. In case the Mekong flows are larger than what the turbines can consume, the excess water is released via the Spillway. Based on requirements of the Mekong River Commission (“MRC”) the project has implemented four so called “low level outlets (“LLO”)", which allow

the discharge of sediment rich waters from the deepest parts of the river. These LLO's are always opened as soon as the Spillway start operation. In case Mekong flows increase further, beyond the capacity of the LLO's, the other spillway gates are opened to release the floods.

With this system, the dam will reach a transparency of ca. 97% or even higher in terms of sediment passing.

Uninterrupted navigation is ensured by the Navigation Lock, which allows safe and easy passage for all boats on the Mekong from down- to upstream and vice versa. The Navigation Lock has been designed according to the MRC requirements and international standards and is fully equipped with all necessary safety features. The Navigation Lock has been in operation since May 2015 without any problems or incidents. The passage is provided during daylight hours all year round and is free of charge for all users. To facilitate the quick and easy passing of smaller fishing boats, XPCL has established a so called “tractor & trailer” services. This service is provided at two river ramps, one on the upstream and one on the downstream side, at which small fishing boats can directly drive on a trailer parked in the water at the ramp. The boat is then immediately transported to the downstream or upstream without any delay.



Fish-passing is of paramount importance since communities rely on fish for own consumption and for income.

The Blueprint of Highest Safety Standard

XPCL was designed following and complying with the most stringent national and international standards and latest best practice in Hydropower Engineering.

The two main criteria the plant has fulfilled is resistance to earthquakes and the capability to pass large floods.

Extensive studies were carried out to determine the maximum magnitude earthquake possible in the region where the plant is located. This earthquake, also called a Safety Evaluation Earthquake (“SEE”), is the one which creates the strongest possible ground motions with a statistical return period of more than 10,000 years. That means that statistically such an earthquake will occur more seldom than once every 10,000 years. The calculated ground motions from such an earthquake are applied in the design resulting in a structure which will survive such an earthquake largely undamaged and with no uncontrolled release of water from the impoundment.

The other potential risk comes from natural floods which the project has to be able to pass safely via the Spillway. For this, the Probable Maximum Flood (“PMF”) is calculated using statistical data and an assessment of the probable maximum storm with the probable maximum precipitation and the resulting run-off into the river.

These floods also have a statistical return period of more than 10,000 years and represent a flow of 47,500 m³/s. For perspective, the largest recorded flood of the Mekong was just over 20,000 m³/s, just half of what the XPCL can pass safely even with one spillway gate not available while still maintaining a freeboard of at least 1m on the upstream side.

The Blueprint of Community Development Power Plant

XPCL respects the ways of living and blends into the local communities surrounding the power plants. XPCL has set the highest standard for the resettlement of the villages and Project Affects People (“PAPs”) by not only providing best possible compensation but also by including all PAPs into the resettlement planning and execution.

Particular attention was given to respect local customs and traditions when planning and executing the resettlements.

As well as providing compensation for direct loss of houses, gardens, farmland, or other infrastructure, XPCL also placed a high focus on providing improved infrastructure to the communities, including communal facilities like temples, schools, kindergartens, public offices etc. and improved infrastructure from roads to reliable supply of water and electricity and state of the art sewage systems.

A special focus is put on empowering PAPs to improve their livelihoods by providing a wide array of vocational training in the fields of farming, agriculture, technical skills and commerce.

All activities and measures followed the applicable laws and standards of the Lao PDR and were closely monitored by the GOL’s Ministry of Natural Resources and Environment and related line agencies. Key performance indicators were defined for each measure e.g., minimum household incomes, and the achievement of these KPIs was monitored on regular basis.

It is important to note that XPCL’s engagement with the PAPs and the communities did not end with the successful relocation or the completion of the construction activities but remains for more than 10 years into the operation of the plant.

1.3 Environmental, Health and Safety (EH&S) Risk Management

In managing the environment during the project development, XPCL carried out a large number of environmental and social studies to gain a deep understanding of the specific conditions in the closer and wider project area.

● Environmental and Social Studies and Assessments

Date	Assessment
August 2010	The Environmental & Social Impact Assessment (“ESIA”) was completed. The GOL submitted the project documents to the Mekong River Commission (“MRC”) in compliance with the Procedures for Notification, Prior Consultation and Agreement (“PNPCA”), the first time MRC implemented these procedures under the 1995 Mekong Agreement.
Mid - 2011	Compliance Review was carried out and completed by Pöyry Energy Ltd, which formulated a set of actions for XPCL to implement for the project to be fully compliant with the MRC’s Preliminary Design Guidance (2009). A set of actions had to be verified whether the GOL and XPCL had taken into consideration the comments submitted by each of the MRC member countries during the PNPCA process. Based on the Compliance Report, technical solutions were developed and implemented including; improvements related to fish passage, sediment management and changes to the Navigation Lock.

A subsequent independent assessment by the Government of Lao Engineer demonstrated that XPCL had successfully addressed all requirements from the Compliance Report and implemented the required mitigation measures.

During the stage 1 works, XPCL continued with a large number of specific studies related to the presence of fish and their specific characteristics. This information was crucial to the successful design of the fish migration facilities which allow an uninterrupted passage of fish from downstream to upstream and vice versa. In detail, the following studies were undertaken:

► Fish Species and Abundance

At the beginning of the project, a large study was undertaken to identify the fish species present in the Mekong at the Xayaburi site. The objectives of this study were:

- To investigate the existing stock of fish at the project site;
- To examine fish species and abundances during migratory periods; and
- To supplement the information collected during the hydro-acoustic surveys.

Various fishing gears (gill net, hook, cast net, etc.) were used during stationary and mobile surveys. Captured fish were identified, weighted, measured and photographed. A total of 120 different species from 25 families were caught during this work.

► Fish Migration Patterns and Biomass

A specific study was conducted at site between March 2012 to March 2013 to investigate the patterns and timing of fish migration within the Mekong river. The work utilized a DIDSON hydroacoustic camera to monitor and record fish movements during ten different sampling periods. Key findings of this work were:

- The peak upstream migration season corresponds to the build-up of the rainy season between March and late June.
- Peak upstream biomass migration was estimated as high as 5,000 kg/h (May) during the peak flood season (August to October). Upstream migration is significantly reduced compared to the beginning of the flood season.
- Downstream migration was highest in March, April and May but occurs throughout the year.

► Fish Swimming Ability

A critical component of any fish pass design is knowledge of the swimming abilities of the fish for which the pass is designed. Upstream migrating fish swim instinctively against the flow. Therefore, the water velocity in the fish pass has to be sufficient to attract them but should not be too high to prevent fish from entering or becoming exhausted.

An extensive field work was conducted in spring 2014 to investigate the swimming ability of Mekong fish species present at the site to determine the following parameters:

- The burst swimming speed of target species which are representatives of the wider fish fauna at the project area; and
- The volitional swimming response to different water velocities within an open channel.

During this work, more than 1,500 wild fish belonging to 23 species were tested in a facility specially designed and built for this purpose on site.

Beside fish, sediment is a major environmental factor

It is a necessity that the sediment transported by the river is passed to downstream unhindered. Sediment starvation can affect downstream river stretches causing riverbank erosion. Furthermore, on a country wide scale, the Mekong sediments are important for the river delta in Vietnam. Sediment also represents crucial nutrient for fish and is hence important to maintain the ecological balance downstream of the project

In the historic context, the current sediment loads in the Mekong river are considerably reduced by the retaining effects of large Chinese storage dams on the Lancang River and by new dams realized in several tributaries in Laos.

● Environmental, Health and Safety (EH&S) Risks and Mitigation

XHPP has been appropriately designed using the best available technologies in hydropower development to prevent and minimize all environmental and social risks. In particular, these include fishery resources conservation, sediment routing, navigation and riverbank erosion.

► Fisheries

To minimize impacts on valuable fishery resources in the Mekong River, multiple fish passages systems have been selected as the appropriate measure to alleviate impacts on local migratory fishes in both the upstream and downstream directions throughout the year. Moreover, a Fishery Management Unit is to be established for aquaculture and fish stock enhancement along the Mekong River.

The project has sourced one of the latest fish-friendly turbines to assure a higher fish survival rate than is achieved with older kinds of turbines. These turbines have fewer blades and turn slowly, allowing fish to swim through with less risk of injury, whilst generating large quantities of electricity.

► Sediment

XHPP is a run-of-river barrage which will trap substantially less sediment than conventional storage schemes. Moreover, spillways and low-level outlet gates at the barrage will facilitate transportation of sediment downstream. As such, Xayaburi HPP will not cause significant change in the continuous supply of sediment and nutrients to the downstream ecosystem.

► Navigation

The Mekong River also serves as a major transport channel. This stretch of the river is particularly treacherous in the dry season when the water level is low, and it is impossible for large ships to pass through. The project enables year-round shipping to be greatly enhanced. The upstream water level will be higher than the current level and will be maintained at this level throughout the year.

In the design process, the Xayaburi Hydroelectric Power Plant planned for a 12-metre wide, 700-metre-long ship passage that can handle vessels weighing up to 2x500 (DWT) Dead Weight Tonnes to facilitate regional trade and tourism activities, which in turn will significantly strengthen the socio-economic well-being of the Mekong Sub-region.

► Riverbank Erosion

After commissioning of the Project, the water level in the reservoir will be maintained at a constant level with only very minor fluctuations. This will avoid any negative impacts on the reservoir banks.

Due to its nature as a run-of-river project, the water inflow into the reservoir is the same as the outflow. Therefore, outflows will be similar to the natural flows in the Mekong River mimicking the natural variations between dry and wet season. No negative effects beyond those naturally occurring are expected.

► Social Safeguards

As XHPP is a run-of-river type without a large reservoir, the number of households to be resettled is relatively small. The land usage for the construction and operation of XHPP has directly affected 15 villages located on both sides of the Mekong River bank in Xayaburi and Luang Prabang provinces.

Thirteen villages are affected by the higher water level along the riverbank upstream of the barrage site and two are in the construction area. Based on the Social Impact Assessment (SIA), the Resettlement Action Plan (RAP) was formulated in compliance with the provisions of the Lao PDR's National Policy on Resettlement and Compensation, Decree on the Compensation and Resettlement of the Development Projects, the Environmental Management Standards for the Electricity Projects and the Technical Guidelines on Compensation and Resettlement in Development Projects. These principles underline that the XHPP's RAP must enhance the quality of life for the project affected people (PAPs) and to minimize and mitigate adverse social impacts. The XHPP's RAP was formulated using the participatory approach through intensive studies, field surveys and consultation meetings with PAPs, and all levels of concerned, government officials on central, provincial and district levels. The RAP was developed with 3 main programs:

- 1) The Compensation Program for the directly affected people, entitlement, properties, and assets;
- 2) The Resettlement Program for relocation of the affected households to new resettlement villages where housing, infrastructure and public facilities are provided; and
- 3) The Social Development Program for community development, livelihood restoration for PAPs and host communities towards a better quality of life and environment.

There are total 15 villages directly affected by the development of XHPP with 7 villages requiring resettlement to new resettlement sites with full provisions of housing, infrastructure, public facilities, compensation and supports. Meanwhile, in 8 other villages, only some PAP households require relocation to higher ground not far from the old settlement.



Resettlement of the Development Project

Part B:

GREEN BOND FRAMEWORK



As part of the broader sustainability strategy, XPCL has established this Green Bond Framework (the “Framework”). The purpose of this Framework is to have a single robust methodology in place for all future Green Bonds issuance. The Framework is aligned with the Green Bond Principles (“GBP”), issued by the International Capital Market Association (“ICMA”) in June 2021⁴ and with the ASEAN Green Bond Standards (“ASEAN GBS”) issued by ASEAN Capital Markets Forum (“ACMF”) in October 2018⁵, which are a set of voluntary guidelines that recommend transparency and disclosure and promote integrity in the development of the sustainable finance market.

The Framework is presented through the following 4 core components:

- 1) Use of Proceeds
- 2) Process for Project Evaluation and Selection
- 3) Management of Proceeds
- 4) Reporting

2.1 Use of Proceeds

The net proceeds from XPCL’s green bonds issued under the Framework (the “Green Bonds”) will be used exclusively for refinance, in whole or in part, including but not limited to, the exploration, development, construction, rehabilitation, and/or acquisition of existing eligible project (“Eligible Green Project”) as detailed below.

Eligible Green Category	Scope of Eligible Green Project	Numerical Criteria
Renewable Energy  	Investments in or expenditures for the exploration, development, construction, rehabilitation, and/or acquisition of existing project.	Hydropower For hydropower facility in operation before 2020 Power density > 5W/m ² ; or GHG emissions intensity < 100g CO ₂ e/kWh

2.2 Process for Project Evaluation and Selection

The evaluation and selection process ensures that the Green Bonds net proceeds are allocated to projects that meet the criteria set out in the “Use of Proceeds” section.

XPCL has established the Green Bond Committee (the “GBC”) comprising of representatives from the Finance Team, Operation Team, Engineering Team and Sustainability Team, to evaluate and be responsible for the assessment of Eligible Green Project.

The GBC has already selected, evaluated, and approved the Eligible Green Project that will be refinanced with the proceeds raised from the Green Bonds issuance. The evaluation and selection process comprises, but is not limited to the following main steps:

- 1) Evaluation & Selection: The GBC has already selected, evaluated, and approved the selection of Eligible Green Project in accordance with the defined Eligible Green Project Description in the Use of Proceeds section.
- 2) Monitoring: The GBC will review and monitor the Eligible Green Project throughout the life of each Green Bonds. XPCL will continue to identify and assess environmental, health and safety (EH&S) risks during evaluation process to ensure that the EH&S risks are appropriately managed.

⁴ICMA’s GBP 2021: <https://www.icmagroup.org/assets/documents/Sustainable-finance/2021-updates/Green-Bond-Principles-June-2021-140621.pdf>

⁵ASEAN GBS 2018: <https://www.theacmf.org/initiatives/sustainable-finance/asean-green-bond-standards>

2.3 Management of Proceeds

The Eligible Green Project will meet the Eligibility Criteria throughout the terms of the Green Bonds.

The proceeds from the issuance of Green Bonds will be deposited into a segregated account within the company's finance and reporting system. The Green Bonds proceeds will be mapped to and reported along the categories of investments per Use of Proceeds in 2.1 above.

- 1) Accounting team of the issuing company will establish a segregated account to disburse and track the use of net proceeds of its Green Bonds via its internal information systems on a quarterly basis.
- 2) Any balance of Green Bonds proceeds not allocated to Eligible Green Project will be:
 - i. held in cash or cash equivalents; or
 - ii. invested in short and liquid marketable securities which are not inconsistent with the delivery of a low carbon and climate resilient economy; or
 - iii. applied to temporarily reduce indebtedness of a revolving nature, where the original loan of which is not inconsistent with the delivery of a low carbon and climate resilient economy, before being redrawn for investments or disbursements to Eligible Green Project.
- 3) Internal Audit will verify the use of Green Bonds proceeds annually and until the maturity of Green Bonds.

XPCL intends to disburse funds to Eligible Green Project within a maximum of 12 months from the issue date of each Green Bonds.

2.4 Reporting

XPCL will publish the reports on its website within 12 months after the Green Bonds issuance. The reporting is split into two parts (i) the 'Allocation Reporting' and (ii) the 'Impact Reporting', whereby each report will disclose information including, but not limited to:



1) Allocation Reporting. The section aims to disclose the use of Green Bonds proceeds which will be updated annually until full allocation.

- a. Brief description and summary of projects financed by Green Bonds
- b. Total amount of outstanding Green Bonds
- c. Use of proceeds for re-finance/ finance purposes
- d. Balance of the unallocated proceeds

2) Impact Reporting

XPCL will report on the environmental impact of Eligible Green Project financed by Green Bonds net proceeds annually until bond maturity. On a best effort basis and subject to data availability, the impact reporting may include, but is not limited to, impact (KPI) metrics as outlined in the details below. Any assumptions made in relation to the units used or the relevant benchmark emissions will be clearly stated in the reporting:

Examples of Indicators and Metrics:

Category	Eligible Projects	Examples of impact indicators
Renewable Energy  	Xayaburi Hydroelectric Power Plant ("XHPP")	<ul style="list-style-type: none"> • Annual renewable energy generation (MWh) • Annual GHG emission avoided in tonnes of CO2 equivalent per annum (tCO2e)

The reports will be made available on XPCL's website at <http://www.xayaburi.com>

3) External Reviewer Reporting

XPCL will appoint and engage an external auditor or other third party to verify internal tracking and allocation of funds from the Green Bonds proceeds to Eligible Green Project, post issuance until fully allocated.

Part C:

SECOND PARTY OPINION

XPCL has engaged DNV, an independent expert in assurance and risk management, to provide an independent Second Party Opinion on this Green Bond Framework. The selected independent party will be engaged to provide pre-issuance verification. It should be noted that there is no ongoing periodic external review required.

Part D:

AMENDMENTS TO THIS FRAMEWORK

XPCL's GBC will review this Framework on a regular basis, including its alignment to updated versions of the Principles as and when they are released, with the aim of adhering to best practices in the market. Such review may result in this Framework being updated and amended. The updates, if not minor in nature, will be subject to the prior internal approval of XPCL. Any future updated version of this Framework that may exist will either keep or improve the current levels of transparency and reporting disclosures, including the corresponding review by an External Reviewer. The updated Framework, if any, will be published on XPCL's website at <http://www.xayaburi.com> and will replace this Framework.

APPENDIX:

Abbreviation and Unit List

1.	MW	=	Megawatt
2.	GWh	=	Gigawatt hours
3.	kWh	=	Kilowatt hour
4.	MWh	=	megawatt hour
5.	kV	=	Kilovolt
6.	m	=	Meter
7.	m ²	=	Square meter
8.	m ³	=	Cubic meter
9.	m ³ /s	=	Cubic meter per second
10.	kg/h	=	kilograms per hour
11.	DWT	=	Deadweight tonnage
12.	w/m ²	=	Watt per square metre
13.	Gram CO ₂ e/kWh	=	Grams of carbon dioxide equivalent per kilowatt-hour of electricity generated

XAYABURI POWER COMPANY LIMITED GREEN BOND FRAMEWORK SECOND PARTY OPINION



Document title: Second Party Opinion on Xayaburi Power Company Limited's Green Bond

Prepared by: DNV Business Assurance Australia Ltd.

Location: Sydney, Australia; Bangkok, Thailand

Date: 07 February 2022

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Disclaimer

Our assessment relies on the premise that the data and information provided by the client to us as part of our review procedures have been provided in good faith. Because of the selected nature (sampling) and other inherent limitation of both procedures and systems of internal control, there remains the unavoidable risk that errors or irregularities, possibly significant, may not have been detected. Limited depth of evidence gathering including inquiry and analytical procedures and limited sampling at lower levels in the organization were applied as per scope of work. DNV expressly disclaims any liability or co-responsibility for any decision a person or an entity may make based on this Statement.

Statement of Competence and Independence

DNV applies its own management standards and compliance policies for quality control, in accordance with ISO/IEC 17021:2011 - Conformity Assessment Requirements for bodies providing audit and certification of management systems, and accordingly maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements. We have complied with the DNV Code of Conduct¹ during the assessment and maintain independence where required by relevant ethical requirements. This engagement work was carried out by an independent team of sustainability assurance professionals. DNV was not involved in the preparation of statements or data included in the Framework except for this Statement. DNV maintains complete impartiality toward stakeholders interviewed during the assessment process.

¹ DNV Code of Conduct is available from DNV website (www.dnv.com)

DNV'S INDEPENDENT ASSESSMENT

Scope and Objectives

Xayaburi Power Company Limited ("XPCL") is a limited company incorporated on 22 June 2010 under the laws of the Lao People's Democratic Republic (the "Lao PDR"). XPCL has the following ownership structure:

- | | |
|---|-------|
| • CK Power PLC ("CKP") | 42.5% |
| • Natee Synergy Co., Ltd., a subsidiary of GPSC ("NSC") | 25.0% |
| • Electricite du Laos - Generation Public Company ("EdL-Gen") | 20.0% |
| • Electricity Generating Public Company Limited ("EGCO") | 12.5% |

XPCL operates the Xayaburi Hydroelectric Power Project. It is the first large-scale project on the mainstream of the Mekong River within the Lao PDR and the lower Mekong basin. The Project is a Run-of-River type hydropower plant where the outflow from the project is always equal to the inflow into its impoundment. The Project has a total installed capacity of 1,285 MW for an average annual energy generation of 7,400 GWh.

DNV Business Assurance Australia Pty Ltd. ("DNV") has been commissioned by XPCL to review its Green Bond Framework ("Framework") and provide a Second Party Opinion on the Framework in relation to alignment with:

- Green Bond Principles ("GBP") 2021² published by the International Capital Market Association ("ICMA");
- Green Loan Principles ("GLP") 2021³ published by the Loan Market Association ("LMA"), the Loan Syndications and Trading Association ("LSTA"), and the Asia Pacific Loan Market Association ("APLMA")
- ASEAN Green Bond Standards 2018 ("ASEAN GBS") issued by ASEAN Capital Markets Forum ("ACMF")⁴

XPCL may pursue having some of the green bonds issued under this Framework certified by relevant organizations, including the Climate Bonds Initiative ("CBI"), in which the green bonds will also be in alignment with the Climate Bonds Standard V3.0⁵.

The Green Bond Framework is presented through the following key pillars:

1. Use of Proceeds
2. Process for Project Evaluation and Selection
3. Management of Proceeds
4. Reporting
5. External Review

The Green Bond Framework may, from time to time, be updated and expanded as the market practices evolve.

² [Green Bond Principles \(icmagroup.org\)](https://www.icmagroup.org/green-bond-principles/)

³ [Green Loan Principles - LSTA](https://www.lsta.com/~/media/10000000/2021-01-27-GLP-2021.pdf)

⁴ <https://www.theacmf.org/initiatives/sustainable-finance/asean-green-bond-standards>

⁵ <https://www.climatebonds.net/2019/12/climate-bonds-launches-version-3-international-climate-bonds-standard-universal>

Responsibilities of the Management of XPCL and DNV

XPCL management has provided the information and data used by DNV during the delivery of this review. Our statement represents an independent opinion and is intended to inform XPCL management and other interested stakeholders in the Framework as to whether the Framework is aligned with GBP, GLP, ASEAN GBS and if applicable, Climate Bonds Standard V3.0. In our work, we have relied on the information and the facts presented to us by XPCL. DNV is not responsible for any aspect of the nominated assets referred to in this opinion and cannot be held liable if estimates, findings, opinions, or conclusions are incorrect. Thus, DNV shall not be held liable if any of the information or data provided by XPCL's management and used as a basis for this assessment were not correct or complete.

Basis of DNV's opinion

We have adapted our assessment methodology to create the XPCL-specific Eligibility Assessment Protocol (henceforth referred to as "Protocol"). Our Protocol includes a set of suitable criteria that can be used to underpin DNV's opinion.

As per our Protocol, the criteria against which the Framework has been reviewed are grouped under the four core components:

1. Use of Proceeds

The Use of Proceeds criteria are guided by the requirement that an issuer of a bond/a borrower of a loan must use the funds raised to finance eligible activities. The eligible activities should produce clear environmental and social benefits.

2. Process for Project Evaluation and Selection

The Project Evaluation and Selection criteria are guided by the requirements that an issuer of a bond/a borrower of a loan should outline the process it follows when determining eligibility of an investment using Green, Social & Sustainability Bond/Loan proceeds, and outline any impact objectives it will consider.

3. Management of Proceeds

The Management of Proceeds criteria are guided by the requirements that a bond/a loan should be tracked within the organization, that separate portfolios should be created when necessary and that a declaration of how unallocated funds will be handled.

4. Reporting

The Reporting criteria are guided by the recommendation that at least annual reporting should be made of the use of proceeds and that quantitative and/or qualitative performance indicators should be used, where feasible.

No assurance is provided regarding the financial performance of instruments issued via the XPCL's Framework, the value of any investments, or the long-term environmental benefits of the transaction. Our objective has been to provide an assessment that the Framework has met the criteria established on the basis set out below.

Note that, throughout this document, the term "Green Bond ("GFI")" may refer collectively to green bonds and green loans.

Work Undertaken

Our work constituted a high-level review of the available information, based on the understanding that this information was provided to us by XPCL in good faith. We have not performed an audit or other tests to check the veracity of the information provided to us. The work undertaken to form our opinion included:

- Creation of a Protocol, adapted to the purpose of the Framework, as described above and in Schedule 3 to this Assessment;

- Assessment of documentary evidence provided by XPCL on the Framework and supplemented by a high-level desktop research. These checks refer to current assessment best practices and standards methodology;
- Review of published materials by XPCL and the website of XPCL and, where relevant, parent organisations;
- Discussions with XPCL's management, and review of relevant documentation and evidence related to the criteria of the Protocol; and
- Documentation of findings against each element of the criteria. Our opinion as detailed below is a summary of these findings.

Findings and DNV's Opinion

DNV's findings are listed below:

1. Use of Proceeds

XPCL intends to use the proceeds from all Green Bond issued under the Framework to finance or refinance eligible green assets as identified by the ICMA Green Bond Principles 2021; the LMA / LTSA / APLMA Green Loan Principles 2021; ACMF ASEAN GBS 2018; and, as elected, aligned with the Climate Bonds Standard v3.0.

The Framework defines the following eligible project categories.

Eligible Green Project Categories

- Renewable Energy (Hydropower)

DNV undertook an analysis of the associated project type to determine the eligibility as "Green" and in line with the GBP, GLP and ASEAN GBS. XPCL has provided tables mapping its Eligible Green Categories and the United Nations Sustainable Development Goals ("UN SDGs"). The outlined types of project within each category and associated selection criteria is provided in the Framework in order to determine eligibility.

DNV concludes that the eligible categories outlined in the Framework are consistent with the categories outlined in the GBP, GLP and ASEAN GBS.

2. Process for Project Evaluation and Selection

The Framework describes the process for project evaluation and selection. All assets that are financed / refinanced with proceeds from the Green Bond must continue to meet the relevant criteria of standards set out in the eligible green asset criteria, via verification by a third-party assurer in the pre-issuance and post-issuance certification report, and annual reporting against the Framework. Subject to such pre-issuance, post-issuance and annual reporting; the proceeds raised will remain green for the life of the facility.

The register of eligible assets is evaluated on an annual basis against the criteria. Any changes to the asset register will require annual external review and input from a qualified assurance provider to ensure the eligible assets continue to align with the Climate Bonds Standard and conform to the eligibility criteria. The outcome from any change in the asset register will be disclosed annually.

Note that third party verification and CBI Certification in the pre-issuance and post-issuance certification report may be pursued for some green bonds, but not all.

CK Power (XPCL parent) has stated in its website that its subsidiaries, *"strive to promote electricity generation from various forms of clean energy, access to power for all, and the utilization of cutting-edge technology for production stability and eco-friendliness. To achieve this, the Company seeks to increase the proportion of power generated from renewable energy by incorporating regional and domestic resources through investments in energy infrastructure and technology, especially in clean energy power plants with zero or low carbon emissions."*

DNV concludes that the stated type of Green Project which the Green Bond is intended to finance are in line with this mission.

As such, DNV concludes that XPCL's Framework appropriately describes the process of project evaluation and selection.

3. Management of Proceeds

XPCL has stated that the proceeds from the issuance of Green Bonds will be deposited into a segregated account within the company's finance and reporting system..

- 1) Accounting team of the issuing company will establish a segregated account to disburse and track the use of net proceeds of its Green Bonds via its internal information systems on a quarterly basis.

2) Any balance of Green Bonds proceeds not allocated to Eligible Green Project will be:

- i. held in cash or cash equivalents; or
- ii. invested in short and liquid marketable securities which are not inconsistent with the delivery of a low carbon and climate resilient economy; or
- iii. applied to temporarily reduce indebtedness of a revolving nature, where the original loan of which is not inconsistent with the delivery of a low carbon and climate resilient economy, before being redrawn for investments or disbursements to Eligible Green Project.

3) Internal Audit will verify the use of Green Bonds proceeds annually and until the maturity of Green Bonds.

XPCL intends to disburse funds to Eligible Green Project within a maximum of 12 months from the issue date of each Green Bonds.

DNV has reviewed the evidence presented and can confirm that the proceeds arising from the future issuances will be appropriately managed.

4. Reporting

XPCL will publish the reports on its website within 12 months after the Green Bonds issuance. The reporting is split into two parts (i) the 'Allocation Reporting' and (ii) the 'Impact Reporting', whereby each report will disclose information including, but not limited to:

- 1) Allocation Reporting. The section aims to disclose the use of Green Bonds proceeds which will be updated annually until full allocation:
 - a. Brief description and summary of projects financed by Green Bonds
 - b. Total amount of outstanding Green Bonds
 - c. Use of proceeds for re-finance/ finance purposes
 - d. Balance of the unallocated proceeds
- 2) Impact Reporting: XPCL will report on the environmental impact of Eligible Green Project financed by Green Bonds net proceeds annually until bond maturity. On a best effort basis and subject to data availability, the impact reporting may include, but is not limited to, impact (KPI) metrics as outlined in the details below. Any assumptions made in relation to the units used or the relevant benchmark emissions will be clearly stated in the reporting.

On the basis of the information provided by XPCL and the work undertaken, it is DNV's opinion that the Framework meets the criteria established in the Protocol and that it is aligned with the stated definition of Green Bonds and Loans within the Green Bond Principles and Green Loan Principles, which is to "enable capital-raising and investment for new and existing projects with environmental benefits".

for DNV Business Assurance Australia Pty Ltd.

Sydney, NSW, Australia 07 February 2022
Bangkok, Thailand, 07 February 2022

A handwritten signature in blue ink, appearing to read "Mark Robinson".

Mark Robinson
**Lead Verifier, Sustainability
Services**

A handwritten signature in blue ink, appearing to read "Thomas Leonard".

Thomas Leonard
Technical Reviewer

Schedule 1. Description of Categories to be financed or refinanced through XPCL's Green Financing Transactions

Eligible Green Project Categories	Eligible Criteria and Description	DNV Findings
Renewable Energy	Acquisition, installation, maintenance and upgrade of renewable energy generation facilities and equipment, including hydro.	<ul style="list-style-type: none"> The hydro power plant was in operation before 2020. As a run of the river project, the project has a power density of considerably above 5 W/m². The project is not a pumped storage facility. As such, the project fulfils Eligible Project Criteria.

Schedule 2. Contributions to UN SDGs

Eligible Project Categories	XPCL Strategies and Activities stated in Framework and associated documents	UN SDGs	DNV Findings
Affordable and Clean Energy for Everyone	<i>"Over 75% of electricity utilized in Thailand is produced from the combustion of non-renewable fuel. On the other hand, hydroelectricity, such as that produced by Xayaburi Hydroelectric Power Plant, is renewable energy without any use of fuel, and depends on differences in water level and on water flow. Greenhouse gases can therefore be reduced by approximately 0.5 kg per unit of electricity (kWh)² with the use of hydroelectricity. For comparison, the Xayaburi Hydroelectric Power Plant, with an average production capacity of 7,600 GWh per year, is capable of reducing an emission of Carbon Dioxide (CO₂) by up to 3.8 m tons per year, equivalent to an absorption of CO₂ by forest by approximately 2.1 m rai every year."</i>	<p>SDG 7.2 By 2030, increase substantially the share of renewable energy in the global energy mix.</p> <p>SDG 7.b By 2030, expand infrastructure and upgrade technology for supplying modern and sustainable energy services for all in developing countries, in particular least developed countries, small island developing States and landlocked developing countries, in accordance with their respective programmes of support.</p>	DNV is of the opinion that eligible category outlined in the Framework contributes to the achievement of the UN SDGs.
Good Health and Well-being	<i>"XPCL aims to ensure healthy lives and promote well-being for the communities surrounding the XPCL power plant and strives to make communities and human settlements improved, inclusive, safe, resilient and sustainable. XPCL has realized the significance of good hygiene in relation to disease outbreaks, and is taking steps to care for the communities surrounding the power plant. XPCL organized the 'Elimination of Aedes Aegypti, Dengue Fever Campaign: Huen Kiang Hong Xayaburi Power' in collaboration with Mueang Nan Public Health and Ban Noen Sawang Sanatorium, Luang Prabang Province. This involves spraying repellent to eliminate Aedes Aegypti, as well as educating the local residents in precautions and prevention of Aedes Aegypti. This will enable them to apply practical knowledge gained in real circumstances, and to reduce the morbidity</i>	SDG 3.3 By 2030, end the epidemics of AIDS, tuberculosis, malaria and neglected tropical diseases and combat hepatitis, water-borne diseases and other communicable diseases	

	<p><i>and mortality rates from dengue fever among the local residents. The activities were undertaken from October 26 to November 12, 2020. In summary, the results after these activities were that the number of dengue fever patients and the mortality rate from dengue fever declined to 0, and the Aedes Aegypti larval index decreased from 6.9% to 2.5%. There were 200 residents participating in the activities to gain knowledge on prevention and severity of dengue fever."</i></p>		
Decent Work and Economic Growth	<p><i>"XPCL continues to play a part in promoting continued, inclusive and sustainable economic growth, as well as creating decent work for all, both males and females, including local labour, in every society in which XPCL has invested. XPCL has been monitoring, developing, building careers for the communities surrounding the Xayaburi Hydroelectric Power Plant"</i></p>	<p>SDG 8.1 Sustain per capita economic growth in accordance with national circumstances and, in particular, at least 7 per cent gross domestic product growth per annum in the least developed countries</p> <p>SDG 8.2 Achieve higher levels of economic productivity through diversification, technological upgrading and innovation, including through a focus on high- value added and labour-intensive sectors</p> <p>SDG 8.3 Promote development-oriented policies that support productive activities, decent job creation, entrepreneurship, creativity and innovation, and encourage the formalization and growth of micro-, small- and medium-sized enterprises, including through access to financial services</p>	

Schedule 3. Eligibility Assessment Protocol

1. Use of Proceeds

Ref.	Criteria	Requirements	DNV Findings				
1a	Type of bond / loan	<p>The Bond/Loan must fall in one of the following categories, as defined by the Green Bond Principles:</p> <ul style="list-style-type: none">• Green Use of Proceeds Bond• Green Use of Proceeds Revenue Bond• Green Project Bond• Green Securitized Bond• Loan instrument made available for Green project (Green use of loan proceeds)	<p>The XPCL Green Bond Framework (“Framework”) states that sustainable financing transactions include green, bonds, loans, or any other debt-like instruments, and in doing so contribute to positive environmental impacts.</p> <div><p>From the Framework</p><p>2.1 Use of Proceeds</p><p><i>The net proceeds from XPCL’s green bonds issued under the Framework (the “Green Bonds”) will be used exclusively for refinance, in whole or in part, including but not limited to, the exploration, development, construction, rehabilitation, and/or acquisition of existing eligible project.</i></p></div> <p>The reviewed evidence confirms that the Green Bond fall in the category: Green Use of Bond proceeds and Green Use of Loan Proceeds.</p> <p>The specific type of Green Bond will need to be further assessed on an individual basis.</p>				
1b	Green Project Categories	<p>The cornerstones of Green Bond and Loan are the utilization of the proceeds of the bond and the loan which should be appropriately described in the legal documentation for the security.</p>	<p>Eligible project categories presented by XPCL are as follows:</p> <ul style="list-style-type: none">• Renewable Energy (Hydropower) <p>The Green Bond will be used to refinance a single Hydropower project with a commercial operation date (COD) of October 2019.</p> <p>The above-mentioned project categories meet the eligible Green Project Categories in GBP, GLP and ASEAN GBS.</p>				
1c	Environmental benefits	<p>All designated Green Project categories should provide clear environmentally sustainable benefits, which, where feasible, will be quantified or assessed by the Issuer.</p>	<p>Environmental benefits are noted to include:</p> <table><tr><th>Eligible Category</th><th>Environmental Benefit</th></tr><tr><td>Renewable Energy (Hydropower)</td><td><ul style="list-style-type: none">• Generation of renewable energy.• Carbon offsets bought (in tonnes of CO2e) resulting in lower net GHG emissions</td></tr></table>	Eligible Category	Environmental Benefit	Renewable Energy (Hydropower)	<ul style="list-style-type: none">• Generation of renewable energy.• Carbon offsets bought (in tonnes of CO2e) resulting in lower net GHG emissions
Eligible Category	Environmental Benefit						
Renewable Energy (Hydropower)	<ul style="list-style-type: none">• Generation of renewable energy.• Carbon offsets bought (in tonnes of CO2e) resulting in lower net GHG emissions						
1d	Refinancing Share	<p>In the event that a proportion of the proceeds may be used for refinancing, it is recommended that issuers provide an estimate of the share of financing vs. re-financing, and where appropriate, also clarify which investments or project portfolios may be refinanced.</p>	<p>The Framework indicates that, proceeds will only be used for financing or refinancing of investments in the eligible categories.</p> <div><p>From the Framework</p><p>2.1 Use of Proceeds</p><p><i>Investments in or expenditures for the exploration, development, construction, rehabilitation, and/or acquisition of existing project.</i></p></div> <p>The allocation of proceeds to financing and refinancing respectively is also addressed in Section 2.2 of the Framework.</p>				

2. Process for Project Selection and Evaluation

Ref.	Criteria	Requirements	DNV Findings
2a	Investment-decision process	<p>The Issuer of a Green Bond and Loan should outline the decision-making process it follows to determine the eligibility of projects using Green Bond and Loan proceeds. This includes, without limitation:</p> <ul style="list-style-type: none"> • The environmental objectives of the eligible Green Projects; • The process by which the issuer determines how the projects fit within the eligible Green Projects categories; and • Complementary information on processes by which the issuer identifies and manages perceived environmental and social risks associated with the relevant project(s). 	<p>The Framework states that Evaluation and Selection ensures that the net proceeds of the Green Bond are allocated to projects that meet the eligibility criteria as defined in the Use of Proceeds section of the Framework.</p> <div> <p>From the Framework</p> <p><i>2.2 Process for Project Evaluation and Selection:</i></p> <p><i>XPCL has established the Green Bond Committee (the “GBC”) comprising of representatives from the Finance Team, Operation Team, Engineering Team and Sustainability Team, to evaluate and be responsible for the assessment of Eligible Green Project.</i></p> <p><i>The GBC has already selected, evaluated, and approved the Eligible Green Project that will be refinanced with the proceeds raised from the Green Bonds issuance.</i></p> </div> <p>The function of the GBC will be as follows:</p> <ol style="list-style-type: none"> 1. Evaluation & Selection: The GBC has already selected, evaluated, and approved the selection of Eligible Green Project in accordance with the defined Eligible Green Project Description in the Use of Proceeds section. 2. Monitoring: The GBC will review and monitor the Eligible Green Project throughout the life of each Green Bonds. XPCL will continue to identify and assess environmental, health and safety (EH&S) risks during evaluation process to ensure that the EH&S risks are appropriately managed.
2b	Issuer / borrower's environmental and governance framework	<p>Issuers are also encouraged to:</p> <ul style="list-style-type: none"> • Position the relevant information within the context of the issuer's overarching objectives, strategy, policy and/or processes relating to environmental sustainability. • Provide information, if relevant, on the alignment of projects with official or market-based taxonomies, related eligibility criteria • Have a process in place to identify mitigants to known material risks of negative environmental and/or social impacts from the relevant project(s). 	<p>The Framework explains the overarching objectives and strategy of XPCL.</p> <div> <p>From the Framework</p> <p><i>1.1 Sustainability Strategy</i></p> <p><i>Sustainable Development Goals</i></p> <p><i>XPCL recognizes the importance of 17 United Nations Sustainable Development Goals (UN SDGs) and has applied international standard measurement to assure the surrounding community, customers, end-users and relevant stakeholders that XPCL's business would commit to environmental preservation and to support communities to achieve the Sustainable Development Goals.</i></p> </div> <p>In addition to this, the CK Power website states, “CKPower and its subsidiaries analyze and assess risks related to climate change every year as they directly affect the Company's business operations. After climate change risks have been identified, impact mitigation plans are formulated in preparation for such risks.”</p>

3. Management of Proceeds

Ref.	Criteria	Requirements	DNV Findings
3a	Tracking procedure	<ul style="list-style-type: none"> (Bond) The net proceeds of Green Bonds should be credited to a sub-account, moved to a sub-portfolio or otherwise tracked by the Issuer in an appropriate manner and attested to by a formal internal process that will be linked to the Issuer's lending and investment operations for Green Projects. (Loan) The proceeds of Green Loans should be credited to a dedicated account or otherwise tracked by the borrower in an appropriate manner, so as to maintain transparency and promote the integrity of the product. Where a green loan takes the form of one or more tranches of a loan facility, each green tranche(s) must be clearly designated, with proceeds of the green tranche(s) credited to a separate account or tracked by the borrower in an appropriate manner. 	<p>The evidence reviewed shows how XPCL plans to manage the sustainable financing transaction proceeds, in accordance with the evaluation and selection process in the Framework.</p> <p>From the Framework 2.3 Management of Proceeds</p> <p><i>The Eligible Green Project will meet the Eligibility Criteria throughout the terms of the Green Bonds.</i></p> <p><i>The proceeds from the issuance of Green Bonds will be deposited into a segregated account within the company's finance and reporting system.</i></p> <p><i>The Green Bonds proceeds will be mapped to and reported along the categories of investments per [Use of Proceeds].</i></p> <ol style="list-style-type: none"> 1) Accounting team of the issuing company will establish a segregated account to disburse and track the use of net proceeds of its Green Bonds via its internal information systems on a quarterly basis. 2) ... 3) Internal Audit will verify the use of Green Bonds proceeds annually and until the maturity of Green Bonds. <p><i>XPCL intends to disburse funds to Eligible Green Project within a maximum of 12 months from the issue date of each Green Bonds.</i></p>
3b	Tracking procedure	So long as the Green Bond are outstanding, the balance of the tracked proceeds should be periodically reduced by amounts matching eligible green investments or loan disbursements made during that period.	<p>The related tracking procedures are in place in the Framework as follows:</p> <p>From the Framework 2.3 Management of Proceeds</p> <p><i>The Green Bonds proceeds will be mapped to and reported along the categories of investments per [Use of Proceeds].</i></p> <ol style="list-style-type: none"> 1) Accounting team of the issuing company will establish a segregated account to disburse and track the use of net proceeds of its Green Bonds via its internal information systems on a quarterly basis.
3c	Temporary holdings	Pending such investments or disbursements to eligible Green Projects, the Issuer should make known to investors the intended types of temporary investment instruments for the balance of unallocated proceeds.	<p>XPCL has described its process for handling unallocated proceed.</p> <p>From the Framework 2.3 Management of Proceeds</p> <p><i>The Green Bonds proceeds will be mapped to and reported along the categories of investments per [Use of Proceeds].</i></p> <ol style="list-style-type: none"> 1) 2) Any balance of Green Bonds proceeds not allocated to Eligible Green Project will be: <ol style="list-style-type: none"> i. held in cash or cash equivalents; or ii. invested in short and liquid marketable securities which are not inconsistent with the delivery of a low carbon and climate resilient economy; or

			<p>iii. <i>applied to temporarily reduce indebtedness of a revolving nature, where the original loan of which is not inconsistent with the delivery of a low carbon and climate resilient economy, before being redrawn for investments or disbursements to Eligible Green Project.</i></p> <p>3) ...</p> <p><i>XPCL intends to disburse funds to Eligible Green Project within a maximum of 12 months from the issue date of each Green Bonds.</i></p>
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4. Reporting

Ref.	Criteria	Requirements	DNV Findings				
4a	Periodical reporting	<ul style="list-style-type: none">Issuers should make, and keep, readily available up to date information on the use of proceeds to be renewed annually until full allocation, and on a timely basis in case of material developments.The annual report should include a list of the projects to which Green Bond proceeds have been allocated, as well as a brief description of the projects, the amounts allocated, and their expected impact.Where confidentiality agreements, competitive considerations, or a large number of underlying projects limit the amount of detail that can be made available, the GBP recommend that information is presented in generic terms or on an aggregated portfolio basis (e.g. percentage allocated to certain project categories).	<p>XPCL has confirmed to disclose the allocation of the net proceeds of each green finance transaction.</p> <div><p>From the Framework</p><p><i>2.4 Reporting</i></p><p><i>XPCL will publish the reports on its website within 12 months after the Green Bonds issuance. The reporting is split into two parts (i) the 'Allocation Reporting' and (ii) the 'Impact Reporting'.</i></p></div> <p>XPCL states in the Framework that they will aim to report on the impact metrics below.</p> <div><p>From the Framework</p><table><tr><th>Eligible Category</th><th>Potential Impact Metrics</th></tr><tr><td>Renewable Energy (Hydropower)</td><td><ul style="list-style-type: none">Annual renewable energy generation (MWh)Annual GHG emission avoided in tonnes of CO2 equivalent per annum (tCO2e)</td></tr></table></div>	Eligible Category	Potential Impact Metrics	Renewable Energy (Hydropower)	<ul style="list-style-type: none">Annual renewable energy generation (MWh)Annual GHG emission avoided in tonnes of CO2 equivalent per annum (tCO2e)
Eligible Category	Potential Impact Metrics						
Renewable Energy (Hydropower)	<ul style="list-style-type: none">Annual renewable energy generation (MWh)Annual GHG emission avoided in tonnes of CO2 equivalent per annum (tCO2e)						

Schedule 4. Green Bond / Green Financing Programme External Review Form

Section 1. Basic Information

Issuer name:

XPCL Advanced Material Co., Ltd. ("XPCL")

Green Bond ISIN or Issuer Green Bond Framework Name, if applicable:

XPCL Green Bond Framework, November 2021

Independent External Review provider's name:

DNV Business Assurance Australia Pty Ltd.

Completion date of this form:

07 February 2022

Publication date of review publication:

07 February 2022

Section 2. Review overview

SCOPE OF REVIEW

The following may be used or adapted, where appropriate, to summarise the scope of the review.

The review assessed the following elements and confirmed their alignment with the ICMA GBP, LMA GLP and ACMF ASEAN GBS:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Use of Proceeds | <input checked="" type="checkbox"/> Process for Project Evaluation and Selection |
| <input checked="" type="checkbox"/> Management of Proceeds | <input checked="" type="checkbox"/> Reporting |

ROLE(S) OF INDEPENDENT EXTERNAL REVIEW PROVIDER

- | | |
|--|---|
| <input checked="" type="checkbox"/> Second Party Opinion | <input type="checkbox"/> Certification |
| <input checked="" type="checkbox"/> Verification | <input type="checkbox"/> Scoring/Rating |
| <input type="checkbox"/> Other (please specify): | |

Note: In case of multiple reviews / different providers, please provide separate forms for each review.

EXECUTIVE SUMMARY OF REVIEW and/or LINK TO FULL REVIEW (if applicable)

On the basis of the information provided by XPCL and the work undertaken, it is DNV's opinion that the XPCL's Green Bond Framework meet the criteria established in the Protocol and are aligned with the stated definition of green bonds/loans within the GBP, GLP and ASEAN GBS.

Section 3. Detailed review

Reviewers are encouraged to provide the information below to the extent possible and use the comment section to explain the scope of their review.

1. USE OF PROCEEDS

Overall comment on section (if applicable):

XPCL intends to use the proceeds of the Green Bond issued under the Green Bond Framework to finance or refinance, in whole or in part, new or existing Eligible Green Project Categories. DNV concludes that the XPCL Framework is aligned with the GBP, GLP and ASEAN GBS.

Use of proceeds categories as per GBP:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Renewable energy | <input type="checkbox"/> Energy efficiency |
| <input type="checkbox"/> Pollution prevention and control | <input type="checkbox"/> Environmentally sustainable management of living natural resources and land use |
| <input type="checkbox"/> Terrestrial and aquatic biodiversity conservation | <input type="checkbox"/> Clean transportation |
| <input type="checkbox"/> Sustainable water and wastewater management | <input type="checkbox"/> Climate change adaptation |
| <input type="checkbox"/> Eco-efficient and/or circular economy adapted products, production technologies and processes | <input type="checkbox"/> Green buildings |
| <input type="checkbox"/> Unknown at issuance but currently expected to conform with GBP categories, or other eligible areas not yet stated in GBPs | <input type="checkbox"/> Other <i>(please specify)</i> : |

If applicable please specify the environmental taxonomy, if other than GBPs: GLP, ASEAN GBS.

Use of proceeds categories as per GLP:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Renewable energy | <input type="checkbox"/> Energy efficiency |
| <input type="checkbox"/> Pollution prevention and control | <input type="checkbox"/> Environmentally sustainable management of living natural resources and land use |
| <input type="checkbox"/> Terrestrial and aquatic biodiversity conservation | <input type="checkbox"/> Clean transportation |
| <input type="checkbox"/> Sustainable water and wastewater management | <input type="checkbox"/> Climate change adaptation |
| <input type="checkbox"/> Eco-efficient and/or circular economy adapted products, production technologies and processes | <input type="checkbox"/> Green buildings |

Use of proceeds categories as per ASEAN GBS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Renewable Energy | <input type="checkbox"/> Clean transportation |
| <input type="checkbox"/> Energy Efficiency | <input type="checkbox"/> Sustainable water and waste water management |
| <input type="checkbox"/> Pollution prevention and control | <input type="checkbox"/> Climate change adaptation |
| <input type="checkbox"/> Environmentally sustainable management of living natural resources and land use; | <input type="checkbox"/> Eco-efficient and/or circular economy adapted products, production technologies and processes |
| <input type="checkbox"/> Terrestrial and aquatic biodiversity conservation | <input type="checkbox"/> Green buildings which meet regional, national or internationally recognised standards or certifications |

2. PROCESS FOR PROJECT EVALUATION AND SELECTION

Overall comment on section *(if applicable)*:

The proceeds will be allocated to finance and refinance the assets as defined in Schedule 1. DNV reviewed the Framework which describes the process through which projects are evaluated and selected. DNV can confirm the proceeds of the Green Bond go through an internal process for evaluation and selection.

Evaluation and selection

- | | |
|--|---|
| <input checked="" type="checkbox"/> Credentials on the issuer's green objectives | <input checked="" type="checkbox"/> Documented process to determine that projects fit within defined categories |
| <input checked="" type="checkbox"/> Defined and transparent criteria for projects eligible for Green Bond proceeds | <input checked="" type="checkbox"/> Documented process to identify and manage potential ESG risks associated with the project |

- ☒ Summary criteria for project evaluation and selection publicly available

☐ Other (please specify):

Information on Responsibilities and Accountability

- ☒ Evaluation / Selection criteria subject to external advice or verification

☐ In-house assessment

☐ Other (please specify):

3. MANAGEMENT OF PROCEEDS

Overall comment on section (if applicable):

The Framework states that the proceeds from the issuance of Green Bonds will be deposited into a segregated account within the company's finance and reporting system.

Tracking of proceeds:

- ☒ Green Bond/Loan proceeds segregated or tracked by the issuer in an appropriate manner
- ☒ Disclosure of intended types of temporary investment instruments for unallocated proceeds
- ☐ Other (please specify):

Additional disclosure:

- ☐ Allocations to future investments only
- ☒ Allocations to both existing and future investments
- ☐ Allocation to individual disbursements
- ☐ Allocation to a portfolio of disbursements
- ☒ Disclosure of portfolio balance of unallocated proceeds
- ☐ Other (please specify):

4. REPORTING

Overall comment on section (if applicable):

XPCL intends to disburse funds to Eligible Green Project within a maximum of 12 months from the issue date of each Green Bonds.

Use of proceeds reporting:

- ☒ Project-by-project
- ☐ On a project portfolio basis
- ☐ Linkage to individual bond(s)
- ☐ Other (please specify):

Information reported:

- ☒ Allocated amounts
- ☐ Sustainability Bond financed share of total investment
- ☐ Other (please specify):

Frequency:

- ☒ Annual
- ☐ Semi-annual
- ☐ Other (please specify):

Impact reporting:

- ☒ Project-by-project
- ☐ On a project portfolio basis
- ☐ Linkage to individual bond(s)
- ☐ Other (please specify):

Frequency:

- ☒ Annual ☐ Semi-annual
☐ Other *(please specify)*:

Information reported (expected or ex-post):

- ☒ GHG Emissions / Savings ☐ Energy Savings
☐ Decrease in water use ☐ Number of beneficiaries
☐ Target populations ☐ Other ESG indicators *(please specify)*:

Means of Disclosure

- ☒ Information published in financial report ☒ Information published in sustainability report
☐ Information published in ad hoc documents ☐ Other *(please specify)*:
☐ Reporting reviewed *(if yes, please specify which parts of the reporting are subject to external review)*:

Where appropriate, please specify name and date of publication in the useful links section.

USEFUL LINKS *(e.g. to review provider methodology or credentials, to issuer's documentation, etc.)*

SPECIFY OTHER EXTERNAL REVIEWS AVAILABLE, IF APPROPRIATE**Type(s) of Review provided:**

- ☒ Second Party Opinion ☐ Certification
☒ Verification ☐ Scoring/Rating
☐ Other *(please specify)*:

Review provider(s):

DNV Business Assurance Australia Pty Ltd.

Date of publication:

07 February 2022

ABOUT ROLE(S) OF REVIEW PROVIDERS AS DEFINED BY THE GBP, GLP and ASEAN GBS

1. **Second Party Opinion:** An institution with environmental expertise, that is independent from the issuer may issue a Second Party Opinion. The institution should be independent from the issuer's adviser for its Green Bond Framework, or appropriate procedures, such as information barriers, will have been implemented within the institution to ensure the independence of the Second Party Opinion. It normally entails an assessment of the alignment with the Green Bond Principles, Green Loan Principles and ASEAN Green Bond Standards. In particular, it can include an assessment of the issuer's overarching objectives, strategy, policy and/or processes relating to environmental sustainability, and an evaluation of the environmental features of the type of projects intended for the Use of Proceeds.
2. **Verification:** An issuer can obtain independent verification against a designated set of criteria, typically pertaining to business processes and/or environmental criteria. Verification may focus on alignment with internal or external standards or claims made by the issuer. Also, evaluation of the environmentally sustainable features of underlying assets may be termed verification and may reference external criteria. Assurance or attestation regarding an issuer's internal tracking method for use of proceeds, allocation of funds from Green Bond proceeds, statement of environmental impact or alignment of reporting with the GBP, may also be termed verification.
3. **Certification:** An issuer can have its Green Bond or associated Green Bond Framework or Use of Proceeds certified against a recognised external green standard or label. A standard or label defines specific criteria, and alignment with such criteria is normally tested by qualified, accredited third parties, which may verify consistency with the certification criteria.
4. **Green Bond Scoring/Rating:** An issuer can have its Green Bond, associated Green Bond Framework or a key feature such as Use of Proceeds evaluated or assessed by qualified third parties, such as specialised research providers or rating agencies, according to an established scoring/rating methodology. The output may include a focus on environmental performance data, the process relative to the GBP, or another benchmark, such as a 2-degree climate change scenario. Such scoring/rating is distinct from credit ratings, which may nonetheless reflect material environmental risks.



WHEN TRUST MATTERS

About DNV

Driven by our purpose of safeguarding life, property and the environment, DNV enables organisations to advance the safety and sustainability of their business. Combining leading technical and operational expertise, risk methodology and in-depth industry knowledge, we empower our customers' decisions and actions with trust and confidence. We continuously invest in research and collaborative innovation to provide customers and society with operational and technological foresight. With our origins stretching back to 1864, our reach today is global. Operating in more than 100 countries, our 16,000 professionals are dedicated to helping customers make the world safer, smarter and greener.

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แบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวนการเสนอขายตราสารหนี้หรือศุภก



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สำหรับเจ้าหน้าที่

Barcode ID :

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436974-9

ชื่อบริษัทผู้ออกหลักทรัพย์ : บริษัท ไชยะบุรี พาวเวอร์ จำกัด
(ภาษาไทย)
ชื่อบริษัทผู้ออกหลักทรัพย์ : XAYABURI POWER COMPANY LIMITED
(ภาษาอังกฤษ)

ที่ปรึกษา : -
ทางการเงิน
(ถ้ามี)

ประเภทเอกสาร
69-II&HNW

ลักษณะการยื่นคำขออนุญาต
รายครั้ง

ประเภทตราสาร

- ☒ หุ้นกู้ (Debenture)
☐ ตั๋วเงิน (Note)
☐ ตั๋วแลกเงิน (Bill of Exchange)
☐ พันธบัตร (Bond)
☐ ศุภก (SUKUK)
☐ หุ้นกู้เพื่อการแปลงสินทรัพย์เป็นหลักทรัพย์ (Securitization Debenture)
☐ หุ้นกู้ที่มีอนุพันธ์แฝง (Structured Debenture)
☐ ตั๋วสัญญาใช้เงิน (Promissory Note)
☐ หุ้นกู้แปลงสภาพ (Convertible Debenture)
☐ ตราสารเงินกองทุน (Basel)
☐ ตราสารด้อยสิทธิเพื่อนับเป็นเงินกองทุนของบริษัทประกันภัย (IC Bond)

ลักษณะการเสนอขาย

PP - เสนอขายต่อผู้ลงทุนสถาบันหรือผู้ลงทุนรายใหญ่ (II&HNW)

รายละเอียดตราสารหนี้/ศุภก

- THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 1 DUE 2025
- THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 2 DUE 2026
- THE GREEN DEBENTURES OF XAYABURI POWER COMPANY LIMITED NO. 1/2022 TRANCHE 3 DUE 2027

การรับรองความถูกต้องของข้อมูลของบริษัทผู้ออกหลักทรัพย์ (Certification of the Accuracy of Information):

ข้าพเจ้าได้สอบทานข้อมูลในแบบแสดงรายการข้อมูลการเสนอขายตราสารหนี้และร่างหนังสือชี้ชวนฉบับนี้ รวมทั้งเอกสารหลักฐานทั้งหมดที่จัดส่งผ่านระบบอิเล็กทรอนิกส์ของสำนักงานแล้ว และด้วยความระมัดระวังในฐานะ

☐ ผู้ที่มีอำนาจลงนามผูกพันหน่วยงาน

☐ กรรมการผู้มีอำนาจลงนามผูกพัน


☒ ผู้ที่ดำรงตำแหน่งบริหารสูงสุดที่ได้รับมอบอำนาจจากกรรมการผู้มีอำนาจลงนามผูกพัน

☐ ผู้ออกตราสารหนี้

☐ ผู้รับมอบอำนาจของผู้ออกตราสารหนี้

ของผู้ออกตราสารหนี้ ข้าพเจ้าขอรับรองว่า ข้อมูลดังกล่าวถูกต้องครบถ้วน ไม่เป็นเท็จ ไม่ทำให้ผู้อื่นสำคัญผิด หรือไม่ขาดข้อมูลที่ควรต้องแจ้งในสาระสำคัญ

☒ ทั้งนี้ การรับรองความถูกต้องของข้อมูลข้างต้นครอบคลุมถึงข้อมูลของผู้ออกตราสารหนี้ตามที่ปรากฏในแหล่งข้อมูลที่คุณสามารถตรวจสอบได้ตามที่ระบุไว้ในแบบแสดงรายการข้อมูลการเสนอขายตราสารหนี้และร่างหนังสือชี้ชวนฉบับนี้ ในการอ้างอิงแหล่งข้อมูลดังกล่าว ข้าพเจ้ามีความรับผิดชอบต่อการถูกต้องครบถ้วนของข้อมูลที่อ้างอิงนั้นเช่นเดียวกับการนำข้อมูลมาแสดงให้ปรากฏในแบบแสดงรายการข้อมูลการเสนอขายตราสารหนี้และร่างหนังสือชี้ชวนฉบับนี้

ชื่อ-นามสกุล	ตำแหน่ง	ลายมือชื่อ
นายวรพจน์ ฤชไพญญะวงศ์	ผู้มีอำนาจลงนาม / Managing Director	

ประทับตราบริษัท (ถ้ามี)

หมายเหตุ:

- ให้ผู้มีอำนาจลงนามผูกพันหน่วยงานหรือกรรมการผู้มีอำนาจลงนามผูกพันนิติบุคคลหรือผู้ที่ดำรงตำแหน่งบริหารสูงสุดที่ได้รับมอบอำนาจจากกรรมการผู้มีอำนาจลงนามผูกพันของผู้ออกตราสารหนี้ พร้อมทั้งประทับตราบริษัท (ถ้ามี)
- กรณียื่นแบบ 69-DEBT-SP-2 ให้ลงนามโดยกรรมการผู้มีอำนาจลงนามผูกพันนิติบุคคลหรือผู้ที่ดำรงตำแหน่งบริหารสูงสุดที่ได้รับมอบอำนาจจากกรรมการผู้มีอำนาจลงนามผูกพันของผู้ออกตราสารหนี้หรือผู้ที่ดำรงตำแหน่งระดับบริหารตั้งแต่ผู้อำนวยการฝ่ายขึ้นไปหรือเทียบเท่าที่ได้รับมอบอำนาจจากกรรมการผู้มีอำนาจผูกพัน พร้อมทั้งประทับตราบริษัท (ถ้ามี) ☐ แสดงกรณีเป็นแบบ 69-DEBT-SP-2
- การประทับตราบริษัท ให้ประทับคู่กับการลงนามของผู้มีอำนาจตามที่หนังสือรับรองหรือหนังสือมอบอำนาจกำหนดไว้
- ในกรณีที่มีการมอบอำนาจ ให้ browse file หนังสือมอบอำนาจผ่านระบบอิเล็กทรอนิกส์ของสำนักงานด้วย
- หากในวันที่ยื่นแบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวนต่อสำนักงาน มีเหตุจำเป็นที่ทำให้บุคคลใด ยังไม่สามารถลงลายมือชื่อได้ เมื่อเหตุดังกล่าวหมดสิ้นแล้ว ผู้เสนอขายตราสารหนี้ต้องจัดให้บุคคลนั้นลงลายมือชื่อทันที เว้นแต่เหตุที่ทำให้บุคคลดังกล่าวไม่สามารถลงลายมือชื่อได้เกิดจากการที่บุคคลดังกล่าว อยู่ในภาวะไม่สามารถรู้ผิดชอบหรือไม่สามารถบังคับตนเองได้ เนื่องจากเจ็บป่วยทางร่างกายหรือทางจิต ผู้เสนอขายตราสารหนี้ไม่จำเป็นต้องจัดให้บุคคลดังกล่าวลงลายมือชื่อในแบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวน หรือเป็นกรณีอื่นใดที่มีเหตุจำเป็นและสมควรโดยได้รับการผ่อนผันจากสำนักงาน

การรับรองการปฏิบัติหน้าที่ของที่ปรึกษาทางการเงิน:

ข้าพเจ้าในฐานะที่ปรึกษาทางการเงินของผู้ออกตราสารหนี้ ขอรับรองว่าข้าพเจ้า

- ▮ ได้สอบทานข้อมูลในแบบแสดงรายการข้อมูลการเสนอขายตราสารหนี้และร่างหนังสือชี้ชวนฉบับนี้ รวมทั้งเอกสารหลักฐานทั้งหมดที่จัดส่งผ่านระบบอิเล็กทรอนิกส์ของสำนักงานแล้ว และด้วยความระมัดระวังในฐานะที่ปรึกษาทางการเงิน ข้าพเจ้าขอรับรองว่า ข้อมูลดังกล่าวถูกต้องครบถ้วน ไม่เป็นเท็จ ไม่ทำให้ผู้อื่นสำคัญผิด หรือไม่ขาดข้อมูลที่ควรต้องแจ้งในสาระสำคัญ
- ▮ ได้พิจารณานโยบายและแผนการประกอบธุรกิจของผู้ออกตราสารหนี้ในอนาคตแล้วเห็นว่า สมมติฐานได้จัดทำขึ้นอย่างสมเหตุสมผล และมีการอธิบายผลกระทบต่อผู้ออกตราสารหนี้หรือผู้ลงทุนอย่างชัดเจนเพียงพอ” (เฉพาะกรณีที่ผู้ออกตราสารหนี้มีการระบุนโยบายและแผนการประกอบธุรกิจของผู้ออกตราสารหนี้ในอนาคตในแบบแสดงรายการข้อมูลการเสนอขายตราสารหนี้และร่างหนังสือชี้ชวน)
- ▮ ในกรณีที่ที่ปรึกษาทางการเงินไม่สามารถตรวจสอบข้อมูลที่เกี่ยวข้องกับแบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวนบางส่วน หรือเห็นว่าข้อมูลบางส่วนไม่ถูกต้องครบถ้วน โปรดระบุเงื่อนไขเพิ่มเติม
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- ▮ ในกรณีที่ที่ปรึกษาทางการเงินนำข้อมูลจากบุคคลอื่นที่มีความเชี่ยวชาญในด้านนั้นมาอ้างอิง โปรดระบุข้อความเพิ่มเติม
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ชื่อ-นามสกุล	ตำแหน่ง	ลายมือชื่อ

ประทับตราบริษัท (ถ้ามี)

หมายเหตุ:

- ให้ผู้มีอำนาจลงนามผูกพันที่ปรึกษาทางการเงินลงลายมือชื่อ พร้อมทั้งประทับตราบริษัท (ถ้ามี)
- การประทับตราบริษัท ให้ประทับคู่กับการลงนามของผู้มีอำนาจตามที่หนังสือรับรองหรือหนังสือมอบอำนาจกำหนดไว้
- ในกรณีที่มีการมอบอำนาจ ให้ browse file หนังสือมอบอำนาจผ่านระบบอิเล็กทรอนิกส์ของสำนักงานด้วย
- หากในวันที่ยื่นแบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวนต่อสำนักงาน มีเหตุจำเป็นที่ทำให้บุคคลใด ยังไม่สามารถลงลายมือชื่อได้ เมื่อเหตุดังกล่าวหมดสิ้นแล้ว ผู้เสนอขายตราสารหนี้ต้องจัดให้บุคคลนั้นลงลายมือชื่อทันที เว้นแต่เหตุที่ทำให้บุคคลดังกล่าวไม่สามารถลงลายมือชื่อได้เกิดจากการที่บุคคลดังกล่าว อยู่ในภาวะไม่สามารถรู้ผิดชอบหรือไม่สามารถบังคับตนเองได้ เนื่องจากเจ็บป่วยทางร่างกายหรือทางจิต ผู้เสนอขายตราสารหนี้ไม่จำเป็นต้องจัดให้บุคคลดังกล่าวลงลายมือชื่อในแบบแสดงรายการข้อมูลและร่างหนังสือชี้ชวน หรือเป็นกรณีอื่นใดที่มีเหตุจำเป็นและสมควรโดยได้รับการผ่อนผันจากสำนักงาน

ชื่อผู้ติดต่อ

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