

Our Ref. No. CS007-19

10 April 2019

**Subject:** Notification of the Resolutions of the Board of Directors Meeting No. 3/2019 regarding the disposal of investment in TTCL Gas Power Pte. Ltd., and calling of the Extraordinary General Meeting of Shareholders No. 1/2019

**To:** The President  
The Stock Exchange of Thailand

**Enclosure:** 1. Information Memorandum on Disposal of Assets of TTCL Public Company Limited in relation to the disposal of investment in TTCL Gas Power Pte. Ltd.

The Board of Directors Meeting No. 3/2019 of TTCL Public Company Limited (the “**Company**”) held on 10 April 2019 at 10.00 hrs. at 28<sup>th</sup> Floor, Serm-mit Tower, 159/41-44 Sukhumvit 21, Asoke Road, Khwaeng North Klongtoey, Khet Wattana, Bangkok Metropolis, resolved to approve the following agenda items:

1. Approved the disposal of investment in the ordinary shares of TTCL Gas Power Pte. Ltd. (“**TTGP**”), an indirect subsidiary of the Company, held by TTCL Power Holdings Pte. Ltd. (“**TTPHD**”), a subsidiary of the Company in which the Company holds 100 percent of the total shares of TTPHD, in the total amount of 29,700,000 shares, representing 60 percent of the total shares of TTGP to two potential investors, both of which are not connected persons of the Company (collectively be referred to as the “**Investors**”), totaling USD 85,000,000. Each of the Investors will purchase 30 percent of the total shares of TTGP, with the details as follows:
  - (1) Investor no.1, a public limited company incorporated under the laws of Japan (or, its subsidiary), will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000 (“**Investor no. 1**”); and
  - (2) Investor no.2, a public limited company incorporated under the laws of Japan (or, its subsidiary) will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000 (“**Investor no. 2**”).

In this regards, TTPHD, Investor no.1, and Investor no.2, and TTGP shall enter into a shareholders’ agreement for regulating their relationship with each other as shareholders of TTGP as well as managing and overseeing the operations of TTGP and its subsidiary (the “**Shareholders’ Agreement**”).

The disposal of investment in the ordinary shares of TTGP by TTPHD to the abovementioned Investors and entry into the Shareholders’ Agreement shall collectively be referred to as the “**Transaction**”.

The entering into of the Transaction is considered as an asset disposal transaction of the Company in accordance with the Notification of the Capital Market Supervisory Board No. TorChor. 20/2551 Re: Rules on Entering into Material Transactions Deemed as Acquisition or Disposal of Assets (as amended) and the Notification of the Board of Governors of the Stock Exchange of Thailand Re: Disclosure of Information and Other Acts of Listed Companies Concerning the Acquisition and Disposition of Assets B.E. 2547 (2004) (as amended) (collectively referred to as the “**Notifications on Assets Acquisition or Disposal**”), having the highest transaction value of 62.38 percent, calculated based on the net tangible assets basis, based on the Company’s Consolidated Financial Statements for the period ending 31 December 2018 which were audited and certified by a certified public accountant. In this regard, when combining all other asset disposal transactions of the Company during the past 6 months based on the net tangible assets basis, the result equals to 13.52 percent. When adding up this transaction value of 62.38 percent, the total accumulated value of this transaction equals to 75.90 percent. Therefore, the Transaction has the highest value of 75.90 percent, which is classified as a Class 1 Transaction, i.e. a transaction whose size is equal to 50 percent or higher but is lower than 100 percent pursuant to the Notifications on Assets Acquisition or Disposal. As a result, the Company has the duty to undertake the following acts:

- (a) to prepare a report and disclose an information memorandum on the Transaction in accordance with the Notifications on Assets Acquisition or Disposal to the Stock Exchange of Thailand (the “**Stock Exchange**”) immediately upon entering into the Transaction;
- (b) to appoint an Independent Financial Advisor (the “**IFA**”) to provide opinions to the shareholders of the Company on the reasonableness and benefit of the Transaction and deliver such opinions to the shareholders of the Company along with the notice calling the shareholders meeting;
- (c) to deliver the notice calling the shareholders meeting to the shareholders at least 14 days in advance, with the information memorandum in accordance with Notifications on Assets Acquisition or Disposal along with the notice calling a shareholders meeting; and
- (d) to convene a shareholders meeting in order to approve the entering into of the Transaction, provided that the resolution thereof shall be passed by the votes of not less than three-fourths of the total votes of the shareholders attending the meeting and entitled to vote, without counting the votes of interested shareholders.

Nevertheless, the entering into of the Transaction is not deemed as a connected transaction of the Company pursuant the Notification of the Capital Market Supervisory Board No. TorChor. 21/2551 Re: Rules on Connected Transaction (as amended) and the Notification of the Board of Governors of the Stock Exchange of Thailand Re: Disclosure of Information and Other Acts of Listed Companies Concerning the Connected Transactions, B.E. 2546 (2003) (as amended) (“**Notifications on Connected Transactions**”).

*(Please refer to the Information Memorandum on Disposal of Assets of TTCL Public Company Limited in relation to the disposal of investment in TTCL Gas Power Pte. Ltd. (Enclosure 1).*

The Board of Directors, therefore, approved to propose the Transaction for consideration and approval to the shareholders meeting and to appoint the Board of Directors and/or the President of the Company or any persons delegated by the Board of Directors and/or the President of the Company to be authorized to undertake any and all acts which are relevant to and necessary for the entering into of the Transaction, including to contact, negotiate, amend, agree, sign, deliver relevant documents and/or agreements, and contact, apply for permission, apply for waiver from relevant authorities, as well as undertake any other necessary and relevant acts in connection with the Transaction in all respects.

Remark: At present, the Company is not able to disclose the name of the Investors involved since the Company and the Investors are in the process of negotiating the terms of the relevant contracts. Further, if the identities of the Investors are disclosed, it may affect the Company's ability to negotiate the terms and conditions of the relevant agreements for the best interests of the Company. In addition, the disclosure of the identities of the parties involved would significantly benefit the Company's competitors. Therefore, the Company will notify the Stock Exchange and the investors as soon as the relevant agreements have been executed.

2. Approved the scheduling of the Extraordinary General Meeting of Shareholders No. 1/2019 on 22 May 2019 at 14.00 hrs. at the Company's Conference Room no 2701 - 2703, 27<sup>th</sup> Floor, Sermmit Tower, No.159/41-44, Sukhumvit 21 (Asoke) Road, Khweang Klongtoey Nuer, Khet Wattana, Bangkok and the authorization of the President of the Company and/or the person delegated by the President of the Company to amend the agenda items, date, time, and venue of the Extraordinary General Meeting of Shareholders No. 1/2019 as deemed appropriate by taking into consideration the impacts on and the best' interests of the Company. The agenda items to be discussed in the meeting are as follows:

Agenda 1            To adopt the Minutes of the Annual General Meeting of Shareholders No.1/2562 held on April 10, 2019.

Agenda 2            To consider and approve the disposal of investment in TTCL Gas Power Pte. Ltd., which constitutes an Asset Disposal Transaction of TTCL Public Company Limited

Agenda 3            Other matters (if any)

3. Approve the scheduling of 24 April 2019 as the date to record the names of the shareholders who are entitled to attend the Extraordinary General Meeting of Shareholders No. 1/2019 (Record Date), and the authorization of the President & CEO of the Company and/or the person delegated by the President & CEO of the Company to consider and change the Record Date as deems appropriate by taking into consideration the impact on and the best interests of the Company.

The Company will also publicize the Notice of the Extraordinary General Meeting of Shareholders No.1/2019 attached with all related documents (the same version to be sent to shareholders) on the Company's website ([www.ttcl.com](http://www.ttcl.com)) by May 8, 2019.

In this regard, Finnex Advisory Company Limited has been appointed by the Company to act as the IFA to provide opinions to the shareholders of the Company on the reasonableness and benefit of the Transaction and deliver such opinions to the shareholders of the Company along with the notice calling the Extraordinary General Meeting of Shareholders No. 1/2019.

Please be informed accordingly.

Sincerely yours,

(Mr. Hironobu Iriya)  
President & CEO

**Information Memorandum on Disposal of Assets of TTCL Public Company Limited**  
**in relation to the disposal of investment in TTCL Gas Power Pte. Ltd.**

The Board of Directors' Meeting No. 3/2019 of TTCL Public Company Limited (the “**Company**”), held on 10 April 2019, resolved to approve the disposal of investment in the ordinary shares of TTCL Gas Power Pte. Ltd. (“**TTGP**”), an indirect subsidiary of the Company, held by TTCL Power Holdings Pte. Ltd. (“**TTPHD**”), a subsidiary of the Company in which the Company directly holds 100 percent of the total shares of TTPHD, in the total amount of 29,700,000 shares, representing 60 percent of the total shares of TTGP to two potential investors both of which are not connected persons of the Company (collectively be referred to as the “**Investors**”), totaling USD 85,000,000. Each of the Investors will purchase 30 percent of the total shares of TTGP, with the details as follows:

- (1) Investor no.1, a public limited company incorporated under the laws of Japan (or, its subsidiary), will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000 (“**Investor no.1**”); and
- (2) Investor no.2, a public limited company incorporated under the laws of Japan (or, its subsidiary) will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000 (“**Investor no.2**”).

In this regards, TTPHD, Investor no.1 and Investor no.2, and TTGP shall enter into a shareholders' agreement for regulating their relationship with each other as shareholders of TTGP as well as managing and overseeing the operations of TTGP and its subsidiary (the “**Shareholders' Agreement**”).

The disposal of investment in the ordinary shares of TTGP by TTPHD to the abovementioned Investors and entry into the Shareholders' Agreement shall collectively be referred to as the “**Transaction**”.

The entering into of the Transaction is considered as an asset disposal transaction of the Company in accordance with the Notification of the Capital Market Supervisory Board No. TorChor. 20/2551 Re: Rules on Entering into Material Transactions Deemed as Acquisition or Disposal of Assets (as amended) and the Notification of the Board of Governors of the Stock Exchange of Thailand Re: Disclosure of Information and Other Acts of Listed Companies Concerning the Acquisition and Disposition of Assets B.E. 2547 (2004) (as amended) (collectively referred to as the “**Notifications on Assets Acquisition or Disposal**”), having the highest transaction value of 62.38 percent, calculated based on the net tangible assets basis, based on the Company's Consolidated Financial Statements for the period ending 31 December 2018 which were audited and certified by a certified public accountant. In this regard, when combining all other asset disposal transactions of the Company during the past 6 months based on the net tangible assets basis, the result equals to 13.52 percent. When adding up this transaction value of 62.38 percent, the total accumulated value of this transaction equals to 75.90 percent. Therefore, the Transaction has the highest value of 75.90 percent, which is classified as a Class 1 Transaction, i.e. a transaction whose size is equal to 50 percent or higher but is lower than 100 percent pursuant to the Notifications on Assets Acquisition or Disposal. As a result, the Company has the duty to undertake the following acts:

- (a) to prepare a report and disclose an information memorandum on the Transaction in accordance with the Notifications on Assets Acquisition or Disposal to the Stock Exchange of Thailand (the “**Stock Exchange**”) immediately upon entering into the Transaction;

- (b) to appoint an Independent Financial Advisor (the “**IFA**”) to provide opinions to the shareholders of the Company on the reasonableness and benefit of the Transaction and deliver such opinions to the shareholders of the Company along with the notice calling the shareholders meeting;
- (c) to deliver the notice calling the shareholders meeting to the shareholders at least 14 days in advance, with the information memorandum in accordance with Notifications on Assets Acquisition or Disposal along with the notice calling a shareholders meeting; and
- (d) to convene a shareholders meeting in order to approve the entering into of the Transaction, provided that the resolution thereof shall be passed by the votes of not less than three-fourths of the total votes of the shareholders attending the meeting and entitled to vote, without counting the votes of interested shareholders.

Nevertheless, the entering into of the Transaction is not deemed as a connected transaction of the Company pursuant the Notification of the Capital Market Supervisory Board No. TorChor. 21/2551 Re: Rules on Connected Transaction (as amended) and the Notification of the Board of Governors of the Stock Exchange of Thailand Re: Disclosure of Information and Other Acts of Listed Companies Concerning the Connected Transactions, B.E. 2546 (2003) (as amended) (“**Notifications on Connected Transactions**”).

The Company will propose that the Extraordinary General Meeting of Shareholders No. 1/2019, which will be convened on 22 May 2019 at 14.00 hours at the Company’s Conference Room no. 2701 - 2703, 27th Floor, Sermmmit Tower, No.159/41-44, Sukhumvit 21 (Asoke) Road, Khweang Klongtoey Nuer, Khet Wattana, Bangkok, consider and approve the entering into of the Transaction, and will submit the information memorandum (list 2) in accordance with the Notifications on Assets Acquisition or Disposal together with the notice calling the Meeting.

In this regard, the Company would like to inform you of the details of the Transaction in relation to the disposal of investment in TTCL Gas Power Pte. Ltd. as follows:

## 1. Transaction date

After all Conditions Precedent are fully satisfied, TTPHD, a subsidiary of the Company in which the Company directly holds 100 percent of the total shares of TTPHD, will proceed with disposal of investment in the ordinary shares of TTGP to each of the Investors pursuant to the Share Purchase Agreements and execution of the Shareholders’ Agreement. It is expected that the disposal of investment in TTGP in will be completed within 31 May 2019.

## 2. Related parties and their relationship with the Company

### (1) Share Purchase Agreements

<b>Seller:</b>	TTCL Power Holdings Pte. Ltd. (“ <b>TTPHD</b> ”)
<b>Purchasers:</b>	Investor no. 1 Investor no. 2
<b>Target:</b>	TTCL Gas Power Pte. Ltd. (“ <b>TTGP</b> ”)

<b>Relationship:</b>	Investor no.1 and Investor no.2 have no relationship with the Company and is not a connected person of the Company pursuant the Notification of the Capital Market Supervisory Board No. TorChor. 21/2551 Re: Rules on Connected Transaction (as amended) and the Notification of the Board of Governors of the Stock Exchange of Thailand Re: Disclosure of Information and Other Acts of Listed Companies Concerning the Connected Transactions, B.E. 2546 (2003) (as amended) (“ <b>Notifications on Connected Transactions</b> ”) and have no control in the Company.
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(2) **Shareholders’ Agreement**

<b>Parties:</b>	TTCL Power Holdings Pte. Ltd. (“ <b>TTPHD</b> ”)  Investor no. 1  Investor no. 2  TTCL Gas Power Pte. Ltd. (“ <b>TTGP</b> ”)
<b>Relationship:</b>	TTPHD is a subsidiary of the Company, in which the Company directly holds 100 percent of the total shares of TTPHD.  Investor no.1 and Investor no. 2 have no relationship with the Company pursuant to the Notifications on Connected Transactions and have no control over the Company.  TTGP is an indirect subsidiary of the Company, in which the Company indirectly holds 100 percent of the total shares of TTGP through TTPHD.

Remark: At present, the Company is not able to disclose the name of the Investors involved since the Company and the Investors are still in the process of negotiating the terms of the relevant contracts. Further, if the identities of the Investors are disclosed, it may affect the Company’s ability to negotiate the terms and conditions of the relevant agreements for the best interests of the Company. In addition, the disclosure of the identities of the parties involved would significantly benefit the Company’s competitors. Therefore, the Company will notify the Stock Exchange and the investors as soon as the relevant agreements have been executed.

**3. General Characteristics of the transaction and the Transaction Size**

**3.1 General Characteristics of the Transaction**

TTPHD, a subsidiary of the Company in which the Company directly holds 100 percent of the total shares of TTPHD, will dispose its investment in the ordinary shares of TTGP, an indirect subsidiary of the Company in which the Company indirectly holds 100 percent of the total shares of TTGP through TTPHD, in the total amount of 29,700,000 shares, representing 60 percent of the total shares of TTGP to two potential investors, who are not connected persons of the Company, totaling USD 85,000,000, whereby each of the Investors will purchase 30 percent of the total shares of TTGP, with the details as follows:

- (1) Investor no.1, a public limited company incorporated under the laws of Japan (or, its subsidiary), will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000; and
- (2) Investor no.2, a public limited company incorporated under the laws of Japan (or, its subsidiary), will purchase the ordinary shares of TTGP, amounting to 14,850,000 shares, representing 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000.

The disposal of the investment in the ordinary shares of TTGP and execution of the Shareholders' Agreement will be proceeded by TTPHD after all Conditions Precedent are fully satisfied, which include the satisfaction of the conditions precedent pursuant to the Share Purchase Agreements.

The significant details of the draft Share Purchase Agreements<sup>1</sup> can be summarized as follows:

<b>The Purchaser</b>	Investor no. 1  Investor no. 2  Each, the “ <b>Purchaser</b> ” and collectively, the “ <b>Purchasers</b> ”.
<b>The Seller</b>	TTCL Power Holdings Pte. Ltd. (“ <b>TTPHD</b> ”)
<b>The Target</b>	TTCL Gas Power Pte. Ltd. (“ <b>TTGP</b> ”)
<b>Purchased Shares</b>	Shares in TTGP, representing 60% percent of the total shares held by TTPHD, whereby each of the Purchasers shall purchase 30% of shares in TTGP from TTPHD.
<b>Purchase Price</b>	Not exceeding USD 42,500,000 for the shares sold to Investor no. 1 and not exceeding USD 42,500,000 for the shares sold to Investor no.2.

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<sup>1</sup> The summary of the Share Purchase Agreements are merely the summary of the preliminary terms and conditions thereof, which may be subject to amendment depending on further negotiation and discussion of the relevant parties in accordance with the laws of Singapore without prejudice to the subject matters and principles set out in the above summary.



<b>Material Conditions Precedent</b>	<p>The material conditions precedent according to the Share Purchase Agreement shall include the following:</p> <ul style="list-style-type: none"> <li>· each and all of the Purchasers and Seller’s covenants and agreements have been duly performed in all respects.</li> <li>· the Export-Import Bank of Thailand (“<b>EXIM Bank</b>”)’s written confirmation in respect of loan agreement executed between EXIM Bank and Toyo Thai Power Myanmar Co., Ltd. (“<b>TTPMC</b>”) dated 28 May 2014 and investment insurance policy executed between EXIM Bank and TTPMC dated 28 May 2014, confirming that the loan agreement and investment insurance policy will remain effective after the share sale and purchase and that each of the Purchasers will not be required to provide any guarantee for the loan granted by EXIM Bank under this agreement to TTPMC in addition to the existing guarantee granted by the Company, have been obtained;</li> <li>· execution of amendment agreement of the loan agreement between EXIM Bank and TTPMC, guarantee agreement between the Seller and EXIM Bank, share charge over the purchased shares between the Seller, each of the Purchasers, and EXIM Bank, and any other documents which may be required by EXIM Bank.</li> <li>· the Seller, and each of the Purchasers have duly obtained all corporate approvals (including approval from a shareholder’s meeting of the Company) in accordance with the relevant law in order to enter into negotiations, entering, amendments, and the compliance with this agreement and other relevant documents.</li> <li>· all relevant approvals from the governmental authority for entry into the Transaction having been duly obtained.</li> <li>· other conditions as will be further determined by the parties.</li> </ul>
<b>Transfer of the purchased shares</b>	<p>The Seller shall transfer the purchased shares to each of the Purchasers when there is the occurrence of the events specified under the Share Purchase Agreements which shall include:</p> <ul style="list-style-type: none"> <li>· When all of the conditions precedent specified in the Share Purchase Agreements are fully satisfied within the specified period (except that the parties agrees to waive such right in writing).</li> <li>· On the date of the share sale and purchase, the Seller agrees to transfer the ownership of the shares (including any shareholders’ rights vested therein) to each of the Purchasers and the Seller shall deliver the documents as agreed between the parties in the Share Purchase Agreement.</li> </ul>

	<ul style="list-style-type: none"> <li>Subject to the terms and conditions of the Share Purchase Agreement, each of the Purchasers agrees to pay the share price in accordance with the terms of this agreement to the Seller on the date of the share sale and purchase.</li> </ul>
<b>Seller's Warranties</b>	<ul style="list-style-type: none"> <li>The Seller shall provide representations and warranties in respect of the purchased shares. For example, the ownership and legal right attached to shares, the business operation and assets of TTGP and TTPMC as well as license, permits and compliance with applicable laws.</li> <li>In case the Seller's Warranties given to each of the Purchasers is untrue, the Seller must indemnify to the Purchaser, with the maximum liability of 30% of the Purchase Price for each of the Purchasers.</li> </ul>
<b>Termination and indemnification</b>	<ul style="list-style-type: none"> <li>In the event of default occurred from the fault of any party, the non-defaulting party is entitled to terminate this agreement by serving notice to the defaulting party in writing (or, if such breach is capable of being remedy, the non-defaulting party shall request the defaulting party to first remedy the breach).</li> <li>When the conditions precedent under this Agreement have not been fulfilled within the specified period, any party may send the written notice to the other party to terminate this agreement.</li> </ul>
<b>Governing law</b>	The laws of Singapore

The details of the draft Shareholders' Agreement<sup>2</sup> can be summarized as follows:

<b>Shareholders</b>	<p>Investor no. 1</p> <p>Investor no. 2</p> <p>TTCL Power Holdings Pte. Ltd. ("TTPHD")</p> <p>Each, the "<b>Shareholder</b>" and collectively, the "<b>Shareholders</b>".</p>
<b>Business of the Target</b>	<p>TTCL Gas Power Pte. Ltd. ("TTGP") is a holding company investing in Toyo Thai Power Myanmar Co., Ltd., ("TTPMC"), a subsidiary operating 121MW Combined Cycle Gas Turbine power plant at Ahlone, Yangon, Myanmar</p>

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<sup>2</sup> The summary of the Shareholders' Agreement is merely the summary of the preliminary terms and conditions thereof, which may be subject to amendment depending on further negotiation and discussion of the relevant parties in accordance with the laws of Singapore without prejudice to the subject matters and principles set out in the above summary.

<b>Shareholding structure</b>	TTPHD shall hold 40% of shares with voting rights, Investor no.1 and Investor no.2 shall each hold 30% of shares with voting rights.
<b>Board of Directors</b>	The board of the directors of TTGP shall consist of 7 directors. 3 of which are nominated by TTPHD, 2 of which are nominated by Investor no.1 and the other 2 are nominated by Investor no.2.
<b>Transfer of Shares</b>	No Shareholder may transfer the shares to third party (including share transfer among the group shareholders) unless it has offered the same to the other Shareholders first.
<b>Termination</b>	This agreement shall be in effect for an indefinite period until termination events have occurred pursuant to this agreement or the shareholders agree in writing to terminate the agreement.
<b>Governing law</b>	The laws of Singapore

### 3.2 Transaction Size

The entering into the disposal of investment in the ordinary shares of TTGP held by TTPHD is as an asset disposal transaction of the Company in accordance with the Notifications on Assets Acquisition or Disposal. Calculation of the transaction size is based on the Company's Consolidated Financial Statements for the period ending 31 December 2018 which were audited and certified by a certified public accountant, with the details as follows:

<b>Basis</b>		<b>Calculation</b>
<b>Net Tangible Asset</b>	=	$\frac{(\text{Disposal proportion} \times \text{net tangible assets of TTGP}) \times 100}{\text{Net tangible assets of the Company}}$
	=	$\frac{(60\% \times 95.72 \text{ million dollars}) \times 100}{92.07 \text{ million dollars}}$
	=	62.38%
<b>Net profit from Operation</b>	=	$\frac{(\text{Disposal proportion} \times \text{net profit of TTGP}) \times 100}{\text{Net profit of the Company}}$
	=	Not applicable, this method cannot be calculated since the Company has loss
	=	
<b>Value of consideration</b>	=	$\frac{\text{Total value of consideration received from disposal} \times 100}{\text{Total assets of the Company}}$
	=	$\frac{154.20 \text{ million dollars} \times 100}{596.62 \text{ million dollars}}$

Basis		Calculation
		Remarks: The total value of consideration shall include loan, guarantee, and other obligations which TTGP and/or its subsidiary still owes to the Company in the case that TTGP is not considered a subsidiary of the Company after completion of the disposal of TTGP's shares.
	=	25.85%
Value of securities issued as payment	=	Not applicable as the Company is not issuing any securities.

Remark: Calculated using FX USD/THB of 32.45, reference exchange rate from Company consolidated financial statements for the year 2018

**Summary of the calculation of the transaction value with respect in relation to the disposal of investment in TTGP:**

Calculation Basis	Transaction Value (%)
1. Net Tangible Asset Basis	62.38
2. Net Profit Basis	Not applicable
3. Total Value of Consideration Basis	25.85
4. Value of Securities issued as payment	Not applicable

From the above calculations, the transaction size calculated based on the net tangible assets basis results in the highest value of 62.38 percent. In this regard, when combining all other asset disposal transactions of the Company during the past 6 months based on the net tangible assets basis, the result equals to 13.52 percent. When adding up this transaction value of 62.38 percent, the total accumulated of this transaction equals to 75.90 percent. Therefore, the Transaction has the highest value of 75.90 percent, which is classified as a Class 1 Asset Disposal Transaction under the Notification on Assets Acquisition or Disposal. Therefore, the Company has the duty to undertake the acts under the Notification on Assets Acquisition or Disposal.

**4. Details of assets to be disposed of**

Details of TTGP are as follows:

<b>Registration Name</b>	TTCL Gas Power Pte. Ltd.
<b>Date of Incorporation</b>	11 July 2012, under the laws of Singapore
<b>Nature of Business</b>	a holding company for investment in energy business
<b>Registered Office</b>	6 Battery Road #26-06 Singapore
<b>Registered Capital</b>	USD 49,500,000, at the par value of USD 1
<b>Paid-up Capital</b>	USD 49,500,000

<b>Shareholding</b>	<p>TTGP is an indirect subsidiary of the Company, in which the Company holds 100 percent of shares of TTGP through TTPHD, a subsidiary of the Company in which the Company holds 100 percent of the total shares of TTPHD.</p> <p>TTGP holds 95 percent of shares, and the Company holds 5 percent of shares in Toyo Thai Power Myanmar Co., Ltd., (“<b>TTPMC</b>”), a company operating 120MW Combined Cycle Gas Turbine power plant at Ahlone, Yangon, Myanmar.</p>
<b>Board of Directors</b>	<ol style="list-style-type: none"> <li>1. Mr. Hisanori Yamane</li> <li>2. Mr. Wanchai Ratinthorn</li> <li>3. Mr. Hironobu Iriya</li> <li>4. Mr. Hideto Koyama</li> <li>5. Ms. Suratana Trinratana</li> </ol>

## 5. Total Value of Consideration of the Disposed Assets and Conditions of Payment

TTPHD will dispose its investment in the ordinary shares of TTGP, in the total amount of 29,700,000 shares, representing 60 percent of the total shares of TTGP to Investor no.1 and Investor no.2, totaling USD 85,000,000, whereby each of the Investors will purchase 30 percent of the total shares of TTGP, at the total purchase price of USD 42,500,000 each.

In this regard, Investor no.1 will make payment for the share price to TTPHD by wire transfer, in the amount not exceeding USD 42,500,000, and Investor no.2 will make payment for the share price to TTPHD by wire transfer, in the amount not exceeding USD 42,500,000 upon the completion of the share purchase pursuant to the Share Purchase Agreements.

## 6. The Criteria to Determine the Consideration Value

The Company determines the consideration value of the assets by evaluating the present value of cash flows (Discounted Cash Flow Approach) as it reflects the potential to generate the business profit in the future. In addition, the Company considers the expected benefit from cooperation and expansion in energy business.

## 7. Expected benefits of the transaction to the Company

The Company expects the following benefits from entering into the Transaction:

- 7.1 TTPHD, a subsidiary of the Company, can dispose the investment in TTGP’s shares at the price which higher than the fair value in the Company’s perspective.
- 7.2 TTPHD, a subsidiary of the Company, will receive total cash of USD 85,000,000 in which the Company or TTPHD will decide to utilize such cash for investment in projects, payment of dividend or to undertaking other activities as deemed appropriate.
- 7.3 The Company may have strategic partner for future investment.

**8. Utilization Plan on the Proceeds from Disposal of Assets**

The Company has plans to utilize the proceeds received from the Transaction as follows:

- 8.1 Reserve as working capital or invest in potential projects relating to EPC business or electricity generating business, or
- 8.2 Distribute dividend to the Company's shareholders

**9. Conditions for Entering into the Transaction**

The entering into the Transaction shall take place upon the satisfaction of the following conditions:

- (a) all necessary corporate approvals from the Company's Board of Directors and/or shareholders having been obtained;
- (b) the conditions precedent specified under the Share Purchase Agreements between TTPHD and each of the Investors, which are summarized in Section 3.1 of this information memorandum, having been satisfied.

In this regard, Board of Directors Meeting No. 3/2019 of the Company held on 10 April 2019 resolved to convene the Extraordinary General Meeting of Shareholders No. 1/2019 to consider and approve the entering into of the Transaction.

**10. Opinions of the Board of Directors on the entering into of the transaction**

After due consideration, the Board of Directors was of the view that the disposal of investment in the ordinary shares of TTGP held by TTPHD in the total amount of 29,700,000 shares, representing 60 percent of the total shares of TTGP to each of the Investors would be beneficial to the Company and the shareholders under reasonable conditions.

**11. Opinions of the Audit Committee and/or directors of the Company which are different from those of the Board of Directors in item 10**

No directors provide opinions which are different from those of the Board of Directors as specified in Item 10.