ALLEN & OVERY

BY FAX: 1300 135 638

Companies Announcements Office
ASX Ltd
Exchange Centre
20 Bridge Street
Sydney NSW 2000

Allen & Overy
Level 7, Gold Fields House
1 Alfred Street
Sydney NSW 2000
Australia

PO Box R1256
Royal Exchange
Sydney NSW 1225

Tel +61 (0)2 9373 7700
Fax +61 (0)2 9373 7710

Our ref 0037834-0000002 AU:1065039.1

29 September 2011

Dear Sir / Madam

Bidder's Statement – Option Offer

We act for Banpu Minerals (Singapore) Pte Ltd (**Banpu**) in respect of its off-market takeover bid for all options to acquire ordinary shares in Hunnu Coal Limited (ACN 138 962 124) (the **Option Offer**).

On behalf of Banpu and in accordance with item 5 of section 633(1) of the *Corporations Act 2001* (Cth), we enclose by way of lodgement Banpu's bidder's statement in respect of its Option Offer.

Yours faithfully

Aaron Kenavan
Partner

Jarrad Cooper
Lawyer

Encl.

Allen & Overy is affiliated with Allen & Overy LLP, a limited liability partnership registered in England and Wales with registered office at One Bishops Square London E1 6AD.

Allen & Overy LLP or an affiliated undertaking has an office in each of: Abu Dhabi, Amsterdam, Antwerp, Athens, Bangkok, Beijing, Bratislava, Brussels, Bucharest (associated office), Budapest, Doha, Dubai, Düsseldorf, Frankfurt, Hamburg, Hong Kong, Jakarta (associated office), London, Luxembourg, Madrid, Mannheim, Milan, Moscow, Munich, New York, Paris, Perth, Prague, Riyadh (associated office), Rome, São Paulo, Shanghai, Singapore, Sydney, Tokyo and Warsaw.

This is an important document and requires your immediate attention. It contains an offer by Banpu minerals (Singapore) Pte Ltd (a 99.99% owned subsidiary of Banpu Public Company Ltd) to acquire all of your options in Hunnu Coal Limited. If you are in any doubt as to how to act, you should consult your broker, financial adviser or legal adviser as soon as possible.

BANPU

Bidder's Statement

The Directors of Hunnu Coal Limited unanimously recommend that you

ACCEPT

The Offer by Banpu Minerals (Singapore) Pte Ltd to acquire all of your Options in Hunnu Coal Limited (ACN 138 962 124) for the Option Offer Prices, in the absence of a Superior Proposal.

Offer Information Line:
If you have any questions in relation to the Offer, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday.

Financial Adviser:

J.P.Morgan

Legal Adviser:

ALLEN & OVERY

Important information

General

The offer in this Bidder's Statement is given by Banpu Minerals (Singapore) Pte Ltd (**Banpu**) to Hunnu Coal Limited (ACN 138 962 124) (**Hunnu**) under Part 6.5 of the Corporations Act 2001 (Cth) (**Corporations Act**) and sets out certain disclosures required by the Corporations Act together with the terms of an offer to acquire your Hunnu Options (**Offer**). You should read this Bidder's Statement in its entirety. This Bidder's Statement is dated Thursday, 29 September 2011. It includes the Offer dated Tuesday, 4 October 2011 in section 7.

ASIC

A copy of the Bidder's Statement was lodged with the Australian Securities and Investments Commission (**ASIC**) on Thursday, 29 September 2011. Neither ASIC nor any of its officers takes any responsibility for the contents of this Bidder's Statement.

Investment decisions

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. You should seek independent financial, legal and taxation advice before deciding whether or not to accept the Offer.

Defined terms and interpretations

A number of defined terms are used in this Bidder's Statement. These terms are explained in section 8 along with certain rules of interpretation that apply to this Bidder's Statement.

Information about Hunnu

The information on Hunnu, Hunnu's securities and the Hunnu Group (together, the **Hunnu Information**) contained in this Bidder's Statement has been prepared by Banpu based on public information and limited information made available by Hunnu to Banpu. The Hunnu Information in this Bidder's Statement has not been independently verified by Banpu. Accordingly, Banpu does not make any representation or warranty, express or implied, as to the accuracy of such information. Further information relating to Hunnu's business may be included in Hunnu's Target's Statement, which Hunnu must provide in response to this Bidder's Statement.

Privacy statement

Banpu and Computershare Investor Services Pty Limited (**Registry**) have collected your personal information from the register of Hunnu Optionholders for the purpose of making the Offer and, if accepted, administering acceptances over your holding of Hunnu Options. Banpu and Registry may disclose your personal information to their Related Bodies Corporate and external service providers and advisers for the purpose of making the Offer and, if accepted and the Offer is declared, or becomes, unconditional, administering the payment for and arranging the transfer or cancellation of, your holding of Hunnu Options. Banpu and Registry may also be required to disclose such information to regulators such as ASIC. If you would like details of personal information about you held by Banpu or Registry, please contact them at the addresses set out in the corporate directory at the back of this Bidder's Statement.

Notice to foreign shareholders

The distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. Persons who come into possession of this Bidder's Statement outside of Australia should inform themselves of and observe these restrictions.

Forward looking statements

Some of the statements appearing in this Bidder's Statement may be in the nature of forward looking statements. The forward looking statements in this Bidder's Statement reflect views held only as at the date before this Bidder's Statement. You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industries in which Banpu and Hunnu operate as well as general economic conditions, prevailing commodity prices, exchange rates, interest rates, and conditions in financial and other markets. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement. Neither Banpu nor any of its officers, or any persons named in this Bidder's Statement with their consent or any person involved in the preparation of this Bidder's Statement, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, except to the extent required by law. You are cautioned not to place reliance on any forward looking statement.

Diagrams and data in graphs and tables

Diagrams appearing in this Bidder's Statement are illustrative only and may not be drawn to scale. Unless otherwise stated, all data contained in charts, graphs and tables is based on information available at the date of this Bidder's Statement.

Rounding

A number of figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Bidder's Statement, including but not limited to those in respect of the Option Offer Prices, are subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Bidder's Statement.

Currency

All references to $, A$, dollars and cents are to Australian currency unless otherwise specified.

References to time

All references to time in this Bidder's Statement are to the time in Sydney, Australia unless otherwise indicated.

No internet site is part of this Bidder's Statement. Banpu maintains an internet site at www.banpu.com and Hunnu maintains an internet site at www.hunnucoal.com. Any references to these internet sites are textual references for information only and do not form part of this Bidder's Statement.

Key Contacts

Registry:

Computershare Investor Services Pty Limited
GPO Box 52
Melbourne VIC 3001 Australia

Offer Information Line:

If you have any questions in relation to the Offer, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday. Calls to these numbers may be recorded.

Further questions: If you have any questions in relation to the Offer, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday. Calls to these numbers may be recorded.

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Key dates

Monday, 12 September 2011
Announcement Date

Thursday, 29 September 2011
Bidder's Statement lodged with ASIC

Tuesday, 4 October 2011
Opening date of the Offer

Friday, 28 October 2011
Date of offer conditions notice*

7.00pm (Sydney time) on Monday, 7 November 2011
Closing date of the Offer (unless extended*)

** These dates are indicative only and may be extended as permitted by the Corporations Act.*

How do I accept the Offer?

You may only accept the Offer for all of your Hunnu Options (unless sections 7.3(b) or 7.3(c) apply to you).

Acceptances must be received before the end of the Offer Period.

To accept the Offer, complete and sign the enclosed Acceptance Form and Deed Poll in accordance with the instructions on the form, and return it (together with all documents required by the instructions on it) in the enclosed envelope so that it is received at the address stated on the form before the end of the Offer Period.

Further Information

Further instructions for completing the Acceptance Form and Deed Poll can be found in section 7.4.

✆ Offer Information Line

If you have any questions in relation to the Offer, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday. Calls to these numbers may be recorded.

Letter From Banpu PCL's CEO

29 September 2011

Dear Hunnu Optionholders,

On behalf of the board of directors of Banpu Public Company Limited (**Banpu PCL**), the parent company of Banpu Minerals (Singapore) Pte Ltd (**Banpu**), I am pleased to present to you this attractive offer to acquire all of your Options in Hunnu Coal Limited (**Hunnu**) (**Offer**).

Banpu is also making a separate offer of $1.80 per Hunnu Share (**Share Offer Price**) to acquire all Hunnu Shares that Banpu does not currently own (**Share Offer**).

This Offer is to be made at the following offer prices for each class of Options (the **Option Offer Prices**):

Expiry date	Exercise price	Number of Hunnu Options	Option Offer Price
31 December 2014	$0.20	15,000,000	$1.60 each
31 December 2012	$0.20	1,000,000	$1.60 each
31 December 2012	$0.40	1,000,000	$1.40 each
31 May 2014	$2.00	9,000,000	$0.60 each
30 June 2015	$1.00	2,000,000	$0.90 each
28 February 2016	$1.25	300,000	$0.90 each
Total		**28,300,000**	

The Option Offer Prices have been calculated as the greater of:

- the difference between the Share Offer Price and the exercise price of each Option class; and
- the valuation of the Option class (in the absence of the Offer and Share Offer) derived using Black-Scholes methodology.

If you accept our Offer you will be paid the above Option Offer Prices, subject to our Offer becoming, or being declared, unconditional.

Importantly, the Offer enables you to monetise a compelling value for your Hunnu Options (subject to the conditions of the Offer being satisfied or waived). We believe the Option Offer Prices have regard to Hunnu's long term growth prospects, including its acquisition, exploration and development plans, and near term commencement of coal production.

Banpu is pleased to note that the Hunnu Directors have unanimously recommended that Hunnu Optionholders accept the Offer, in the absence of a Superior Proposal. In addition, all Hunnu Directors intend to accept Banpu's Offer in respect of any Hunnu Options held by them, or on their behalf, in the absence of a Superior Proposal.

As you may be aware, Banpu acquired 30 million Hunnu Shares in March 2011, giving it an interest in Hunnu of approximately 12%, in conjunction with the formation of a strategic partnership between Banpu PCL and Hunnu. This strategic partnership has allowed Banpu PCL and Hunnu to share operational expertise to the benefit of Hunnu and has also served as a lower-risk way for Banpu PCL to familiarise itself with the Mongolian coal industry.

Banpu PCL now recognises the growth potential of the Mongolian coal sector with its extensive coal deposits, rapidly developing infrastructure and proximity to the Chinese coal export market. Notwithstanding the strong prospects of Hunnu, at this time I believe that Banpu's funding capacity and extensive experience in commercial dealings, international coal marketing and operating in complex environments will benefit Hunnu as it moves through its next phase of development towards production.

Banpu PCL is a Thai stock exchange listed company that owns operating coal mines and power generating assets across Asia and in Australia, and has delivered a long track record of exceptional growth and operational performance. Our strategy is to grow coal sector investments and operations in the pan-Asian region in a sustainable fashion, through organic growth, acquisitions and joint venture partnerships.

Details of our Offer, including its terms and conditions, are set out in this Bidder's Statement. I strongly encourage Hunnu Optionholders to read this Bidder's Statement carefully and in full, and then to accept the Offer as soon as possible. The Offer is open for your acceptance until 7.00pm (Sydney time) on Monday, 7 November 2011, unless otherwise extended. To accept the Offer, you should follow the instructions in this Bidder's Statement and on the enclosed Acceptance Form and Deed Poll.

If you have any questions about the Offer, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday.

Banpu is committed to being a long term player in the development of Hunnu and the Mongolian coal sector. To this end, we believe that our Offer represents a unique and compelling opportunity for all stakeholders involved.

Thank you for your consideration of our Offer. We look forward to receiving your acceptance.

Yours sincerely,

Chanin Vongkusolkit
Chief Executive Officer
Banpu PCL

"Banpu is committed to being a long term player in the development of Hunnu and the Mongolian coal sector. To this end, we believe that our Offer represents a unique and compelling opportunity for all stakeholders involved."

Why you should accept the Offer

1. The Board of Directors of Hunnu has unanimously recommended that you accept the Offer, in the absence of a Superior Proposal

2. Banpu's Offer is a good opportunity for Optionholders to realise certain cash value for Hunnu Options in a volatile and uncertain environment

3. The trading of Hunnu Shares (and hence the value of your Hunnu Options) may fall if the Share Offer and Offer do not succeed

4. Banpu's Offer is the only offer available for your Hunnu Options

1 The Board of Directors of Hunnu has unanimously recommended that you accept the Offer, in the absence of a Superior Proposal

The Board of Directors of Hunnu has unanimously recommended that Hunnu Optionholders accept the Offer, in the absence of a Superior Proposal. In addition, all Hunnu Directors intend to accept, or procure the acceptances of, the Offer in respect of any Hunnu Options held by them, or on their behalf, in the absence of a Superior Proposal.

Collectively, the Hunnu Directors own or control 10.5 million Hunnu Options representing 37% of all Hunnu Options as at the date of this Bidder's Statement.

2 Banpu's Offer is a good opportunity for Optionholders to realise certain cash value for Hunnu Options in a volatile and uncertain environment

Banpu believes that the Offer represents a good opportunity for Optionholders to monetise their investment in Hunnu for the certainty of cash consideration.

Hunnu Options are not quoted and cannot be easily sold. If you accept the Offer, and the Offer becomes, or is declared, unconditional, you will:

- be paid in cash the relevant Option Offer Prices for your Hunnu Options;
- not incur any brokerage fees that you would otherwise likely incur if you exercised your Hunnu Options and sold your Hunnu Shares on market; and
- be sent payment for your Hunnu Options via a cheque mailed to you within one month after the later of the date of your acceptance and the date that the Offer becomes, or is declared, unconditional. In any event, assuming the Offer becomes, or is declared unconditional, you will be sent payment within 21 days after the end of the Offer Period.

The certainty of the Option Offer Prices should be compared to the external and company specific risks and uncertainties that Hunnu Optionholders would be subject to if the Offer and Share Offer are unsuccessful and no alternative offer or proposal emerges.

Hunnu's external and company specific risks include, but are not limited to:

- regulatory and policy risk;
- coal price risk;
- foreign exchange risk;
- funding risk;
- risks surrounding exploration, development and operations;
- coal marketing risk;
- risks surrounding development of and/or access to infrastructure; and
- equity market risk, including uncertainty as to the price at which Hunnu Shares would trade in the absence of Banpu's Share Offer, or any other offer or proposal for control of Hunnu.

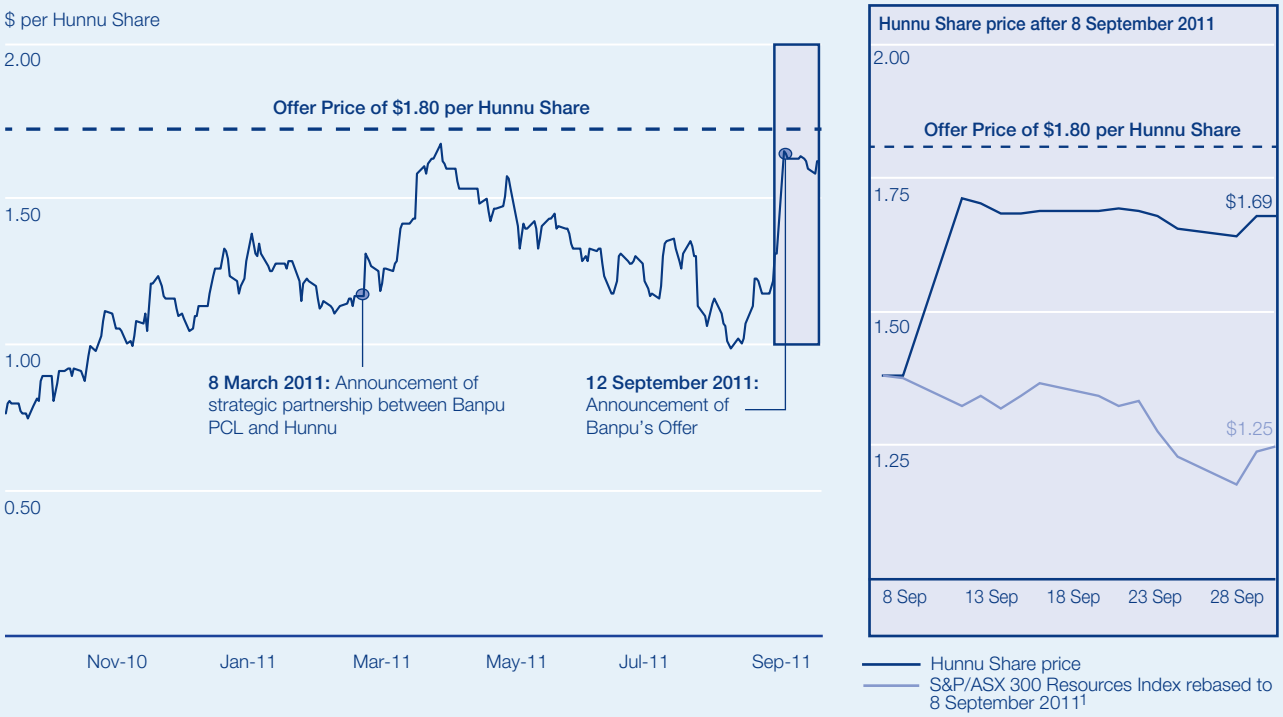
In contrast, if you accept the Offer, and the Offer becomes, or is declared, unconditional, you will receive the certainty of cash for your Hunnu Options.

3 The trading price of Hunnu Shares (and hence the value of your Hunnu Options) may fall if the Share Offer and Offer do not succeed

Banpu believes that if the Share Offer and Offer do not succeed, and if there are subsequently no other alternative offers or proposals for Hunnu Shares or Hunnu Options, it is likely that the trading price of Hunnu Shares may fall from the prevailing trading price of $1.69 per Hunnu Share as at the date of this Bidder's Statement.

The trading price of Hunnu Shares on the ASX over the last 12 months to 28 September 2011 is shown on the graph below.

Figure 1: Hunnu Share price over the last 12 months



Source: IRESS Market Technology Limited (ACN 060 313 359) (**IRESS**).
Notes: All market data as at 28 September 2011.
This Bidder's Statement contains various references to trading data prepared by IRESS who has not consented to such use of reference to that trading data.
1. S&P/ASX 300 Resources Index rebased to Hunnu Share price of $1.385 as at 8 September 2010.

4 Banpu's Offer is the only offer available for your Hunnu Options

Banpu's Offer is the only offer available for your Hunnu Options as at the date of this Bidder's Statement. Banpu is not aware of any other party intending to make an alternative offer or proposal for your Hunnu Options or Hunnu Shares.

Frequently asked questions in relation to the Offer

This summary provides an overview of the Offer and is qualified by, and subject to, the detailed information contained in the rest of this Bidder's Statement (in particular, the terms and conditions set out in section 7). You should read this Bidder's Statement in full before deciding whether to accept the Offer.

WHO IS MAKING THE OFFER?	Banpu, a 99.99% owned subsidiary of Banpu PCL, is offering to acquire all of your Hunnu Options.
WHAT IS THE OFFER?	Banpu is offering to acquire or cancel all of your Hunnu Options at the Option Offer Prices by way of an off-market takeover bid. If you accept this Offer, you will have: • agreed to transfer your Transferable Options to Banpu; and • agreed and covenanted by way of deed poll to have all Non-transferable Options cancelled. Hunnu Optionholders may also exercise their Hunnu Options and accept the Share Offer (if the Share Offer is still, at the relevant time, open for acceptance).
WHAT IS THE BIDDER'S STATEMENT?	This Bidder's Statement was prepared by Banpu for distribution to Hunnu Optionholders. This Bidder's Statement describes the terms of the Offer for your Hunnu Options and information relevant to your decision whether or not to accept the Offer. The Bidder's Statement is an important document. Should you have any doubt as to how to deal with this document, you should consult your financial, legal or other professional adviser.
WHEN DOES THE OFFER CLOSE?	The Offer is scheduled to close at 7.00pm (Sydney time) on Monday, 7 November 2011. However, the Offer Period may be extended as permitted by the Corporations Act.
CAN BANPU EXTEND THE OFFER?	Yes, the Offer Period can be extended by Banpu subject to the Corporations Act. Hunnu Optionholders will be sent written notices of any extension, and any extension will also be announced to the ASX.
HOW DO I ACCEPT THE OFFER?	See the instructions on page 3, the enclosed Acceptance Form and Deed Poll and section 7.4.
CAN I ACCEPT THE OFFER FOR PART OF MY OPTIONHOLDING?	No, you may only accept the Offer for all, not part, of your holding of Hunnu Options (unless sections 7.3(b) or 7.3(c) apply to you).

Frequently asked questions in relation to the Offer

CAN I WITHDRAW MY ACCEPTANCE?	Under the terms of the Offer, you cannot withdraw your acceptance of the Offer except: (a) if the Offer terminates in accordance with section 7.8(e); (b) if the Offer Period is extended for more than one month and the obligations of Banpu to pay the consideration are postponed for more than one month and, at the time, this Offer is subject to one or more of the Conditions in section 7.7, in which case you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act (which requires a notice to be sent to you at the time explaining your rights in this regard); or (c) as described in section 7.8(a)(i)(C).
IS THE OFFER SUBJECT TO ANY CONDITIONS?	The Offer is subject to a number of Conditions, including: (a) FIRB approval; (b) Banpu having a Relevant Interest in at least 90% of Hunnu Shares and at least 90% of Hunnu Options; (c) certain conduct of business requirements not being breached; (d) no regulatory actions; (e) no Prescribed Occurrences; (f) no material failings in filings by Hunnu; (g) no person having any rights as a result of Banpu acquiring Hunnu Shares with respect to any material assets or agreements; (h) no force majeure event, material adverse change to Hunnu or material litigation; (i) renewal of any lapsed Mining Interests; (j) no direct or indirect disposal of, or Encumbrance over, Mining Interests; (k) the S&P/ASX 200 index not falling below 3,500 at any time during the Offer Period; and (l) the PPSA Act security regime not coming into force without prescribed amendments. The full Conditions of the Offer are set out in section 7. The status of each of the Conditions as at the date of this Bidder's Statement is discussed in section 6. If the Conditions are not satisfied or waived by the end of the Offer Period, the Offer will not proceed. See section 7.
WHAT DO THE HUNNU DIRECTORS RECOMMEND?	The Hunnu Directors have: (a) unanimously recommended that you accept Banpu's Offer; and (b) each indicated that they intend to accept Banpu's Offer in respect of all Hunnu Options they own or control, in the absence of a Superior Proposal.
WHEN WILL I BE PAID?	If you accept the Offer in accordance with the instructions contained in this Bidder's Statement and the Acceptance Form and Deed Poll, you will be sent payment within one month after the later of the date that you accept and the date the Offer becomes, or is declared, free of the Conditions set out in section 7 of the Bidder's Statement. In any event, assuming the Conditions of the Offer are satisfied or waived, you will be sent payment within 21 days after the Offer closes.

WHAT WILL THE TAX CONSEQUENCES OF ACCEPTING THE OFFER BE?	Section 5 of the Bidder's Statement sets out a general summary of the main Australian taxation implications for certain Hunnu Optionholders who accept the Offer. You should not rely on that description as advice for your own affairs. You should seek your own professional advice in relation to the taxation consequences of the Offer before making a decision as to whether or not to accept the Offer for your Hunnu Options.
DO I HAVE TO PAY ANY FEES?	You will not pay stamp duty on the disposal of your Hunnu Options if you accept the Offer.
WHAT HAPPENS IF I DO NOT ACCEPT THE OFFER?	If you do not accept the Offer, you will remain a Hunnu Optionholder and will not receive the Option Offer Prices. However, if Banpu becomes entitled to compulsorily acquire your Hunnu Options, it intends to do so. If this occurs, the Option Offer Prices will become available to you at a later date than you would have received it if you had accepted the Offer.
WHAT IF I AM A FOREIGN OPTIONHOLDER?	Foreign Hunnu Optionholders will be paid the same Australian dollar denominated cash consideration as all other Hunnu Optionholders under the Offer, which will be paid in Australian dollars by a cheque drawn on an Australian bank branch. However, the tax consequences under the Offer may be different to those relating to Australian resident Optionholders. Accordingly, non-Australian resident Optionholders should seek advice in relation to the taxation implications of accepting in the Offer in their jurisdiction.
WHAT IF I HOLD HUNNU SHARES?	Banpu is making an offer to Hunnu Shareholders to acquire 100% of their Hunnu Shares (**Share Offer**) simultaneously with the making of the Offer. Further information about the Share Offer is set out in section 6.3 and in the bidder's statement for the Share Offer. The Share Offer extends to Hunnu Shares that come into existence during the offer period for the Share Offer through the exercise of Hunnu Options. Therefore, you can either accept the Offer or exercise your Hunnu Options and accept the Share Offer.
WHAT SHOULD I DO?	To accept the Offer, you should: (a) read this Bidder's Statement in full; (b) read Hunnu's Target's Statement in full; (c) consult your broker, legal, financial or other professional adviser if you are in doubt as to what action to take or how to accept the Offer; and (d) accept the Offer in the manner described in the section entitled "How do I accept the Offer" on page 3 and on the Acceptance Form and Deed Poll. If you have queries about the Offer, you may also call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday.
WHAT ARE THE CHOICES FOR HUNNU OPTIONHOLDERS?	You can: (a) accept the Offer; (b) exercise your Hunnu Options and accept the Share Offer; (c) exercise your Hunnu Options and not accept the Share Offer; or (d) do nothing. However if Banpu becomes entitled to do so under the Corporations Act, it intends to exercise its rights to compulsorily acquire your Hunnu Options at the Option Offer Prices (in which case the same value for your Hunnu Options will be available to you but you will be paid later in time).

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1

About Banpu and the Banpu Group

1 About Banpu and the Banpu Group

1.1 BANPU PUBLIC COMPANY LIMITED

Banpu PCL (SET: BANPU) is a pan-Asian coal focused energy group with a diverse portfolio of coal mining and power assets in Australia, China, Indonesia, Laos, Mongolia and Thailand. Banpu PCL is a Thai incorporated company listed on the Stock Exchange of Thailand with a market capitalisation of approximately $5.1 billion[1] as at the date of this Bidder's Statement.

Banpu Group reported consolidated revenues of approximately $2.2 billion[2] for the year ended 31 December 2010, and reported consolidated revenue of approximately $1.6 billion[3] for the half year ended 30 June 2011[4]. For the year ended 31 December 2010, Banpu Group reported a consolidated net profit of approximately $848 million[2] and, for the half year ended 30 June 2011[4], reported a consolidated net profit of approximately $455 million[3]. As at 30 June 2011[4], Banpu Group reported consolidated net assets of approximately $2.4 billion[5].

Through its subsidiary, Banpu, Banpu PCL has an interest in 30 million Hunnu Shares, or 12.1%[6] of Hunnu Shares at the date of this Bidder's Statement. Banpu acquired this interest in Hunnu via a placement of Hunnu Shares in March 2011, in conjunction with the formation of a strategic partnership between Banpu PCL and Hunnu.

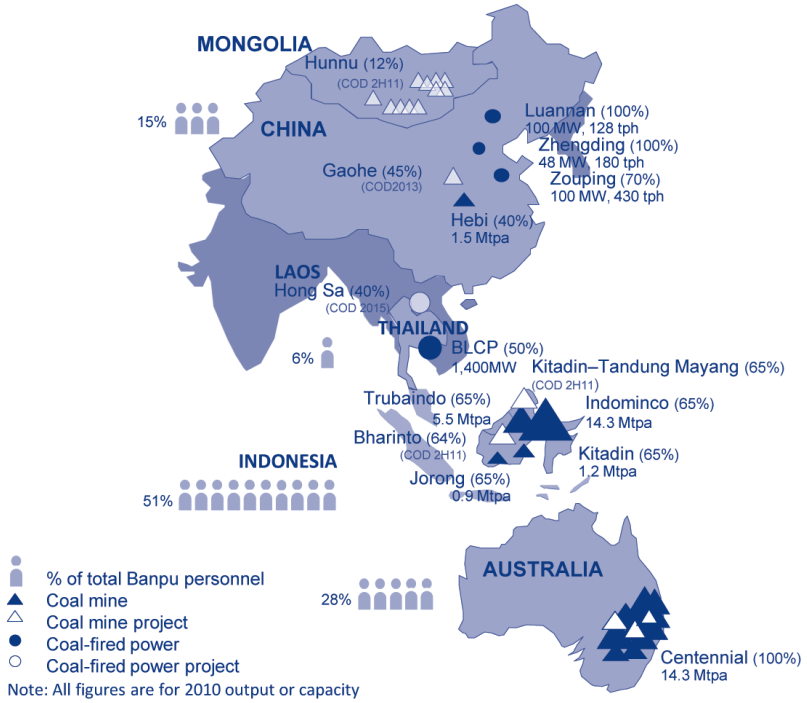
Banpu Group today has over 6,200 employees across its operations.

Banpu Group has adopted a best practice management philosophy and culture built on international principles of corporate governance, transparency and social responsibility. It also has a commitment to the safety and well being of its employees, as well as environmental conservation.

Banpu Group's strategy is to grow coal sector investments and operations in the pan-Asian region in a sustainable fashion, through organic growth, acquisitions and joint venture partnerships.

Further information about the Banpu Group can be found at www.banpu.com.

Figure 3: Map of Banpu Group's operations



Source: Banpu PCL

Notes: Banpu PLC's financial results for the half year ending 30 June 2011 are unaudited.
[1] Assumes an AUD:THB exchange rate of 30.416 as at the date of this Bidder's Statement.
[2] Assumes an average AUD:THB exchange rate of 29.163 over the year ending 31 December 2010
[3] Assumes an average AUD:THB exchange rate of 31.451 over the half year ending 30 June 2011.
[4] As reported in Banpu Group's financial results for the half year ended 30 June 2011, which are unaudited.
[5] Assumes an AUD:THB exchange rate of 32.923 as of 30 June 2011.
[5] Based on 248,100,002 Hunnu Shares.

1.2 BANPU

Banpu is a 99.99% owned subsidiary of Banpu PCL. Banpu was incorporated in Singapore (with its registered office at 1 Marina Boulevard, #28-00 Singapore 018989) for the purposes of holding some of Banpu PCL's coal related investments in Asia. As at the date of this Bidder's Statement, except for its 12.1%[7] interest in Hunnu Shares, Banpu does not own any assets or companies in Australia, or carry on any business in Australia.

Banpu is the entity that is offering to acquire Hunnu Options under the Offer.

1.3 OVERVIEW OF BANPU GROUP'S PRINCIPAL ACTIVITIES

Banpu PCL was established in Thailand in 1983 as a coal-mining venture and was listed on the Stock Exchange of Thailand in 1989. In the 1990s, Banpu Group diversified into power project development in Thailand, coal mining in Indonesia, port operations and industrial minerals.

Coal business

Established as a coal-mining venture in Thailand, Banpu Group has since expanded into Australia, China and Indonesia. Banpu Group's operating coal mines produced 38 million tonnes of coal (100% basis)[8] in 2010.

Indonesia coal operations

Banpu Group established a local presence in Indonesia in 1991 and by 1998 had successfully developed and commissioned its first greenfield open-pit coal operation at Jorong in Kalimantan. In 2001 and 2002, Banpu Group became one of Indonesia's leading coal producers through the two-stage acquisition of Indocoal with coal assets in Kalimantan.

Currently, Banpu Group indirectly controls and operates five coal mines in East Kalimantan (Indominco, Jorong, Kitadin, Trubaindo and Bharinto) via its 65% owned and Indonesian Stock Exchange listed subsidiary, PT Indo Tambangraya Megah Tbk (**ITM**). ITM's mines produce a range of bituminous and sub-bituminous thermal coals suitable for both export and domestic consumption. ITM supplies coal to utilities and commercial users in a number of East Asian markets (including China, Hong Kong, Japan, South Korea and Taiwan) as well as customers in India, Europe and South-East Asia (including Indonesia, Philippines and Thailand).

ITM has a market capitalisation of approximately $5.3 billion[9] as at the date of this Bidder's Statement. In 2010, ITM's mines produced 22 million tonnes of coal (100% basis).

China coal operations

In 2003, Banpu Group took its first step into the Chinese coal industry by acquiring a minority interest in Asian American Coal Inc. (**AACI**), with Banpu Group increasing its interest in AACI to 100% in June 2008. AACI is engaged in the investment in and development of coal mining assets in the People's Republic of China and currently holds a 45% stake in Shanxi Gaohe Energy Company Ltd (**Gaohe**). The construction phase of Gaohe's principal asset, the Gaohe coal mine, was completed in late 2010 with mine development starting in the first quarter of 2011. Production at the Gaohe coal mine will ramp up to the designed capacity of six million tonnes per annum by 2013. Banpu Group also owns 40% of Hebi Zhong Tai Mining which owns and operates the Hebi coal mine in the Henan Province of China.

Australia

(a) **Centennial**

In November 2010, Banpu completed the acquisition of Centennial Coal Company Limited (**Centennial**). Centennial was subsequently transferred to Banpu Australia Co. Pty Ltd (ACN 136 468 007) (**Banpu Australia**). Centennial is a coal mining and marketing company and is one of the largest thermal coal producers in Australia. Centennial supplies the majority of coal that it produces to local power stations under long term supply agreements, with the remaining production exported to power stations, steel mills and other industrial customers in Taiwan, Japan, Korea and Europe. Centennial currently operates 11 coal mines in the Newcastle Coalfields (Awaba, Mandalong, Mannering, Myuna and Newstan) and Western Coalfields (Airly, Angus Place/Springvale JV, Charbon, Clarence and Ivanhoe North) in New South Wales, Australia. Centennial also owns a number of exploration projects and a minority interest in both Newcastle and Port Kembla coal terminals. In 2010, Centennial produced 14 million tonnes of coal (100% basis).

(b) **Banpu Australia**

Banpu Australia is a 99.99% owned subsidiary of Banpu PCL. Banpu Australia was incorporated in 2009 to seek business opportunities in Australia.

(c) **Coal Supply Agreement**

Banpu Group imports coal from Australia under a coal supply agreement dated 18 May 1998 between BLCP Power Ltd (**BLCP**) and Australian Coal Holdings Pty Limited (ACN 000 066 491) (**Australian Coal**) (**Coal Supply Agreement**).

[7] Based on 248,100,002 Hunnu Shares.
[8] Includes Centennial's full year coal production in 2010.
[9] Assumes an AUD:IDR exchange rate of 8,695.250 as at the date of this Bidder's Statement.

1 About Banpu and the Banpu Group (continued)

The Coal Supply Agreement has a term of 25 years (expiring in 2023). Under the Coal Supply Agreement, Australian Coal supplies BLCP with an amount of coal agreed at the end of each year. The amount of coal supplied under the Coal Supply Agreement was 3.6 million tonnes in 2009 and 3.1 million tonnes in 2010.

Thailand

Banpu Group's coal mining operations in Thailand have been closed since the end of 2008 due to depletion of their coal reserves. These coal mines are now being rehabilitated.

Power business

Banpu Group has extensive experience developing successful power projects, and was a pioneer in greenfield private power plant development in Thailand. Banpu Group currently has an equity interest in BLCP, an independent power producer in Thailand with a generation capacity of 1,400MW (100% basis). BLCP is a joint venture company incorporated in Thailand and is 50% owned by Banpu PCL and 50% owned by Electricity Generating Holding Public Company Limited, a Thai power generation company listed on the Stock Exchange of Thailand.

In 2006, Banpu Group entered the Chinese power sector, where it now owns and operates three coal-fired combined heat and power plants (Luannan, Zhengding and Zouping), with a combined generation capacity of 248MW (100% basis), in the Hebei and Shandong Provinces of China.

Banpu Group is also in a joint venture with Ratchaburi Electricity Generating Holding Public Company Limited, a Thai company listed on the Stock Exchange of Thailand, and the Laos Holdings State Enterprise to develop a 1,800MW lignite-fired mine mouth project in HongSa, Laos PRD, which is scheduled to commission by 2015.

1.4 DIRECTORS OF BANPU PCL AND BANPU

(a) **Banpu PCL**

The current directors of Banpu PCL are:

Mr Krirk-Krai Jirapaet
Chairman/Independent Director

Mr Krirk-Krai Jirapaet is the Chairman of Banpu PCL. He is also a member of the Council of the University of the Thai Chamber of Commerce and a member of the Monetary Policy Committee of the Bank of Thailand. Mr Krirk-Krai Jirapaet previously served in a number of Thai government bodies: in 2006-2008 he was the Minister of Commerce, and in 2003-2005 he was the Vice-Minister of Tourism and Sports. Mr Krirk-Krai Jirapaet has a number of distinctive degrees from Sydney University, Australia (Master of Economics), Oxford University and a number of professional bodies in Japan, Germany and Thailand.

Mr Chanin Vongkusolkit
Chief Executive Officer

Mr Chanin Vongkusolkit has been the Chief Executive Officer and a Director of Banpu PCL since 1983. He is also a Director of the Erawan Group Public Company Limited, and Mitr Phol Sugar Corp., Ltd. Mr Chanin Vongkusolkit is the Chairman of the Thai Listed Companies Association. He holds a MBA (Finance) from St Louis University, Missouri, USA, BA of Economics, Thammasat University, an Honorary PhD in Economics from Chiang Mai University, and has qualifications from Thai Institute of Directors Association.

Mr Metee Auapinyakul
Director

Mr Metee Auapinyakul is an Executive Officer and a Director of Banpu PCL. He is also a board member to the National Accreditation Council for the Ministry of Industry, and the Chairman of the advisory board of GENCO Public Company Limited. Previously, Mr Metee Auapinyakul was an Honorary Adviser to the Energy Committee of the House of Representatives of Thailand, Adviser to the National Accreditation Council for the Ministry of Industry and served on committees for the Board of Investment and National Safety of Thailand. Mr Metee Auapinyakul holds a BSc (Management) degree from St Louis University, Missouri, USA and a number of honorary qualifications from Harvard University John F. Kennedy School of Government, Massachusetts, USA, National Defence College (Thailand), and Thai Institute of Directors Association.

Mr Ongart Auapinyakul
Director

Mr Ongart Auapinyakul has been an Executive Officer and Director of Banpu PCL since 1983. He holds a BS (Mechanical Engineering) degree from University of Missouri, Columbia, USA and has a number of honorary qualifications from Thai Institute of Directors Association, Chulalongkorn University, National Defence College, and Capital Market Academy, Thailand.

Mr Verajet Vongkusolkit
Director

Mr Verajet Vongkusolkit is a Director of Banpu PCL and a member of Banpu PCL's Corporate Governance and Nomination Committees. He is also a Director of TME Capital Limited, Advance Medical Center Co. Ltd, Saimai Hospital Co., Ltd, Mitr Siam Sugar Co., Ltd, Mitr Phol Sugar Corp., Ltd, United Farmer & Industry Co., Ltd, and a Director and member of the Audit Committee of Mitr Phol Group. Mr Verajet Vongkusolkit holds a Bachelor of Science (Finance) degree from Babson College, Massachusetts, USA and holds a qualification from the Director Certification Program from Thai Institute of Directors Association.

Mr Sawatdiparp Kantatham
Director

Mr Sawatdiparp Kantatham is a Director of Banpu PCL and a member of the Corporate Governance and Nomination Committee. He is also a Director of TME Capital Co., Ltd. and Ufinves Company Limited, and is Vice President of the American University Alumni Association. From 2008 to 2009 Mr Sawatdiparp Kantatham served on the Selective Committee of the Bank of Thailand. He was also a Senator in the Thai Senate from 2000 to 2006 and the President of The Phrae People Association. Mr Sawatdiparp Kantatham holds a BA (Economics) from Hanover College, Indiana, USA and honorary qualifications from Harvard University Graduate School of Business Administration, Massachusetts, USA and Thai Institute of Directors Association.

Mr Vitoon Vongkusolkit
Director

Mr Vitoon Vongkusolkit is the Vice Chairman of Banpu PCL, and is a member of the Compensation Committee of Banpu PCL. He is also a Director and Chairman of the Financial and Risk Management Committee of the Erawan Group. Mr Vitoon Vongkusolkit is also a Director of Mitr Phol Sugar Corp., Ltd and its affiliates, Erawan Hotel Public Company Limited, and United Standard Terminal Public Company Limited. He was previously the Chairman of the IAG Insurance (Thailand) Co., Ltd and United Securities Public Company Limited. He holds a BSc (Pharmacology) from Chulalongkorn University and honorary qualifications from Thai Institute of Directors Association.

Mr Rutt Phanijphand
Independent Director

Mr Rutt Phanijphand is a Director and Chairman of the Compensation Committee of Banpu PCL. Mr Rutt Phanijphand is also Chairman of Executive Directors of LH Financial Group Public Company Limited, Chairman of Executive Directors of Land and Houses Retail Bank Public Company Limited, President/CEO of Quality Houses Public Company Limited, Director and Chairman of the Nomination and Compensation Committee of Home Product Center Public Company Limited. In the past, Mr Rutt Phanijphand was also involved with Kasetsart University and Krung Thai Bank Public Company Limited. Mr Rutt Phanijphand holds a MS in Business Administration from Fort Hays Kansas State University, Hays, Kansas, USA and has a number of qualifications from Thai Institute of Directors Association and a qualification from the National Defence College.

Mr Montri Mongkolswat
Independent Director

Mr Montri Mongkolswat is a Director of Banpu PCL and a member of the Audit Committee and the Compensation Committee. He is also a director/member of the Nomination Committee and Compensation Committee, and Adviser to the Executive Committee for The Deves Insurance Public Company Limited. Mr Montri Mongkolswat holds a BA in Commerce and Accounting from Thammasat University and qualifications from Thai Institute of Directors Association and National Defence College.

Mr Kopr Kritayakirana
Independent Director

Mr Kopr Kritayakirana is a Director and the Chairman of the Corporate Governance and Nomination Committee of Banpu PCL. He is also a Director of Thai Reinsurance Public Company Limited and Vice Chairman of the Council of Chulalongkorn University. He was previously a Director of the Thai Institute of Directors Association, Sicco Securities Public Company Limited, and Siam Panich Leasing Public Company Limited. Mr Kopr Kritayakirana holds a BSc in Physics from Chulalongkorn University and PhD in Physics from Harvard University.

Mr Somkiat Chareonkul
Independent Director

Mr Somkiat Chareonkul is a Director and Chairman of the Audit Committee of Banpu PCL. Previously, he served as a Director with Oishi Group Public Company Limited, member of the Corporate Governance and Nominations Committee of Banpu PCL and a Director of Mueng Kit Co., Ltd. Mr Somkiat Chareonkul holds a BA in Commerce from Thammasat University, a BA in Law from Sukhothai Thammathirat University and a number of qualifications from Thai Institute of Directors Association, the Wharton School, University of Pennsylvania, Japan International Cooperation Agency, and Chulalongkorn University.

Mr Anothai Techamontrikul
Independent Director

Mr Anothai Techamontrikul is a member of the Audit Committee and the Corporate Governance and Nomination Committee of Banpu PCL. He is also a Chairman of D.T.C. Industries Public Company Limited, a Vice Chairman of Alcan Packaging Strongpack Public Company Limited and United Auditing PKF Limited, and a Director of Safety Steel Industry Company Limited. Mr Anothai Techamontrikul holds a BA in Accounting from Chulalongkorn University and a number of qualifications from Thai Institute of Directors Association.

1 About Banpu and the Banpu Group (continued)

(b) **Banpu**

The current directors of Banpu are:

Ms Somruedee Chaimongkol

Ms Somruedee Chaimongkol is a Director of Banpu, and is the Chief Financial Officer of Banpu PCL. She was the Senior Vice President of Finance of Banpu PCL until 2006. Ms Chaimongkol is also a Director of Banpu Singapore Pte. Ltd., Banpu Minerals Company Limited, Banpu International Limited, Silamani Corp. Ltd., Silamani Marble Company Limited and BP Overseas Development Co., Ltd. Ms Chaimongkol holds a BSc (Accounting) degree from Bangkok University and a number of qualifications from Harvard University, USA and the Thai Institute of Directors Association. Ms Chaimongkol was awarded 'Best CFO' by Asiamoney Magazine and Finance Asia for several consecutive years.

Mr Somyot Ruchirawat

Mr Somyot Ruchirawat is a Director of Banpu, and is the Chief Operating Officer of Banpu PCL. He is also the President Director of PT Indo Tambangraya Megah Tbk. Previously, he held the position of General Manager of Siam Unisole Co., Ltd. from 1994 to 1995, Operations Manager of PPG-Siam Silica Co., Ltd. from 1990 to 1993 and Lead Technologist of Thai Oil Co., Ltd. from 1987 to 1990. Mr Somyot Ruchirawat holds a MBA and a BE from Chulalongkorn University.

Mr Pongsak Thongampai

Mr Pongsak Thongampai is a Director of Banpu, and is a Senior Vice President of Banpu PCL. He holds a MBA from Kasetsart University and a BSc from Chulalongkorn University.

Mr Jeswant Singh s/o Darshan Singh

Mr Jeswant Singh s/o Darshan Singh is a Director of Banpu. He has also been a Director of Jas Consultancy Services Pte Ltd since 2004. He is a member of the Chartered Association of Certified Accountants in the UK and Institute of Certified Public Accountants Singapore.

Mr Sutee Sukruan

Mr Sutee Sukruan is a Director of Banpu, and is the Senior Vice President of Corporate Finance for Banpu PCL. Previously, he held the position of Assistant Vice President of the Glow Group of Companies from 2001 to 2002 and Financial Manager of the Coco Group of Companies from 1994 to 2000. Mr Sutee Sukruan holds a MBA and a BBA from Chulalongkorn University.

Mr Metee Auapinyakul

Refer to section 1.4(a) for relevant information in relation to Mr Metee Auapinyakul.

Mr Ongart Auapinyakul

Refer to section 1.4(a) for relevant information in relation to Mr Ongart Auapinyakul.

1.5 ANNOUNCEMENTS BY BANPU PCL IN RELATION TO THE OFFER

A copy of the announcement made by Banpu PCL on 12 September 2011 in relation to the Offer is attached as Annexure A to this Bidder's Statement.

1.6 PUBLICLY AVAILABLE INFORMATION

The shares of Banpu PCL are listed on the Stock Exchange of Thailand (SET: BANPU). As a result, Banpu PCL is subject to the disclosure obligations of the Stock Exchange of Thailand. These include obligations to disclose material information which may affect shareholders' rights, share price or investors' decisions whether to invest in Banpu PCL. Information concerning Banpu PCL is publicly available and may be accessed at www.banpu.com.

2

About Hunnu

2 About Hunnu

2.1 DISCLAIMER

The information in this section 2 concerning Hunnu has been prepared based on a review of publicly available information (including announcements made by Hunnu to the ASX) which has not been independently verified by Banpu. Banpu and its directors, officers and advisers do not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on Hunnu in this Bidder's Statement should not be considered comprehensive. Further information relating to Hunnu's businesses or Hunnu's securities may be included in Hunnu's Target's Statement in relation to the Offer, which accompanies this Bidder's Statement.

2.2 OVERVIEW OF HUNNU

Hunnu is a public company incorporated in Western Australia and listed on the ASX under the code HUN. Hunnu was incorporated on 19 August 2009 and was formed with the aim of acquiring and exploring coal projects in Mongolia. It was listed on the ASX on 12 February 2010.

Further information about Hunnu is available on its website at www.hunnucoal.com.

Hunnu has progressively acquired majority interests in, and oversees the exploration and development of, a portfolio of 15 tenements in the Gobi Altai, Middle Gobi, South Gobi and other coal provinces of Mongolia.

Hunnu's flagship assets are the 80%-owned Unst Khudag Project, the 90%-owned Tsant Uul Project, and the recently acquired 70%-owned Altai Nuurs Premium Hard Coking Coal Project.

As at 30 June 2011, Hunnu had approximately:

(a) $137 million total assets; and

(b) $117 million net assets.

For the period from incorporation on 19 August 2009 to 31 December 2010, Hunnu reported a pre-tax loss of approximately $7 million from continuing operations. For the half year ending 30 June 2011, Hunnu reported a pre-tax loss of approximately $3 million from continuing operations.

2.3 HUNNU DIRECTORS

The Hunnu Directors are:

Mr Matthew Wood
Executive Chairman

Mr Wood has more than 18 years experience in the resource sector with both major and junior resource companies and has extensive experience in the technical and economic evaluation of resource projects throughout the world. Mr Wood's expertise is in project identification, negotiation, acquisition and corporate development. He has a BSc Honours degree in geology from the University of New South Wales, and a graduate certificate in mineral economics from the Western Australian School of Mines.

Mr Wood was previously a director of Iberian Resources Limited, Black Range Minerals Limited, Elk Petroleum Limited, Kasbah Resources Limited, Overland Resources Limited and Bellamel Mining Limited.

He is currently a director of ASX listed Avanco Resources Limited, Signature Metals Limited, Copper Range Limited, Laguna Resources NL and Voyager Resources Limited. Mr Wood is a member of the AusIMM.

Mr George Lkhagvadorj Tumur
Managing Director

Mr Tumur is a Mongolian citizen and has an MSc in Mining Engineering and BSc in Metallurgical Engineering from Colorado School of Mines, as well as a Technical degree in Mineral Processing from a Ukrainian Industrial Technical School. He has worked in senior management positions for various Mongolian mining companies, and most notably, recently managed the development of a large coking coal deposit with over 400 million tonnes of reserves. This mine is currently exporting over two million tonnes per year to China. Mr Tumur has an intricate understanding of the mining and legal landscape in Mongolia and has been one of the leaders in introducing western contract mining and mineral processing technologies into the Mongolian mining industry. Mr Tumur is a director of ASX listed Voyager Resources Limited.

Mr Timothy Flavel
Executive Director and Company Secretary

Mr Flavel is a Chartered Accountant and Company Secretary, with more than 20 years experience in the mining industry and accounting profession both in Australia and overseas. Mr Flavel currently assists a number of resources companies operating throughout Australia and overseas with corporate advice, financial accounting, stock exchange compliance and regulatory activities.

Mr Flavel was previously company secretary of Elk Petroleum Limited, Overland Resources Limited and Bellamel Mining Limited.

Mr Flavel is currently a Director of Signature Metals Limited, Copper Range Limited and Voyager Resources Limited. Mr Flavel is also company secretary of Copper Range Limited, Voyager Resources Limited and Black Range Minerals Limited.

Mr Daniel Crennan
Non-Executive Director

Mr Crennan is a barrister who practices primarily in Melbourne and Perth. Mr Crennan's areas of expertise include Corporations Law, Commercial Law, Trade Practices and Intellectual Property. Mr Crennan has studied aspects of International Law at Leiden University, the Netherlands and has worked in London and the Hague. Mr Crennan has made submissions to the Joint Standing Committee on Treaties on behalf of the Law Council of Australia. In addition to his legal studies, Mr Crennan has completed tertiary studies in Earth Science, Chemistry, Mathematics and Engineering.

2.4 BANPU'S VOTING AND ECONOMIC INTEREST IN HUNNU

Banpu is Hunnu's largest shareholder. Its voting power in Hunnu Shares is 12.1%[10]. Banpu acquired its holding of Hunnu Shares in March 2011 as a result of a placement to Banpu.

2.5 PUBLICLY AVAILABLE INFORMATION

As an ASX listed company, Hunnu is a "disclosing entity" under the Corporations Act and subject to regular reporting and disclosure obligations. Among other things, these obligations require Hunnu to notify ASX of information about specified events and matters as they arise for the purposes of ASX making that information available to the financial market operated by ASX. In particular, Hunnu must immediately notify ASX of any information of which it becomes aware which a reasonable person would expect to have a material effect on the price or value of Hunnu Shares, subject to exceptions for certain confidential information.

On 17 March 2011, Hunnu lodged with ASX its annual report for the year ended 31 December 2010.

On 9 September 2011, Hunnu lodged with the ASX its half year report for the half year ending 30 June 2011.

Announcements made by Hunnu to the ASX are available from the ASX website at www.asx.com.au. Information about Hunnu (including copies of its financial statements) may be obtained from Hunnu's website at www.hunnucoal.com.

2.6 ANNOUNCEMENT OF OFFER AND SHARE OFFER

On 12 September 2011, Hunnu made an announcement to the ASX in relation to the Offer and Share Offer. A copy of Hunnu's announcement is available from the ASX website.

[10] Based on 248,100,002 Hunnu Shares.

2.7 HUNNU'S SECURITIES ON ISSUE

According to documents lodged by Hunnu with ASX and information provided by Hunnu to Banpu, as at the date of this Bidder's Statement, the total number of securities on issue in each class in Hunnu is as follows:

Class	Number
Hunnu Shares	248,100,002
Hunnu Options	28,300,000

If the holders of all Hunnu Options were able to, and did, exercise those Hunnu Options, the total number of Hunnu Shares on issue would be 276,400,002.

Hunnu Shares are quoted on the ASX and may be freely traded (subject to any escrow or other restrictions imposed by ASX). Hunnu Options are not quoted on the ASX.

Details of the Hunnu Options are as follows:

Exercise price	Date of grant	Exercise period	Number of Hunnu Options
$0.20[11]	31.12.09	31.12.10 – 31.12.14	15,000,000
$0.20[12]	31.12.09	11.02.10 – 31.12.12	1,000,000
$0.40[12]	31.12.09	24.01.11 – 24.01.13	1,000,000
$1.00[13]	01.07.10	01.06.11 – 30.06.15	750,000
$1.00[13]	01.07.10	01.06.11 – 30.06.15	750,000
$1.00[14]	30.07.10	01.07.11 – 30.06.15	500,000
$1.25[15]	04.03.11	01.07.11 – 28.02.16	150,000
$1.25[15]	04.03.11	01.07.12 – 28.02.16	150,000
$2.00[16]	01.06.11	31.05.12 – 31.05.14	4,250,000
$2.00[16]	01.06.11	31.05.14 – 31.05.14	4,250,000
$2.00[17]	01.07.11	01.07.12 – 31.05.14	250,000
$2.00[17]	01.07.11	01.07.13 – 31.05.14	250,000
Total			**28,300,000**

[11] Granted to the Hunnu Directors as part of their engagement as Hunnu Directors and to CPS Securities, Nefco Nominees Celtic Capital and Azure Nominees as consideration for ongoing advice and assistance with promotion of Hunnu, both in Australia and overseas, when Hunnu was listed.
[12] Granted to Jackie Au Yeung when Hunnu was listed on the ASX, in consideration for assistance with marketing Hunnu in Hong Kong.
[13] Granted under Hunnu's employee share option plan.
[14] Granted to provide consideration to a Hunnu Director for services provided, including assisting Hunnu in developing its strategy of creating a Mongolian focused resources company.
[15] Granted to an employee of Hunnu pursuant to Hunnu's employee share option plan.
[16] Granted to provide consideration to Hunnu Directors for services provided, including assisting Hunnu in developing its strategy of creating a Mongolian focused resources company.
[17] Granted to a consultant of Hunnu as part of Hunnu's employee share option plan.

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3

Banpu’s intentions

3 Banpu's intentions

3.1 INTRODUCTION

This section 3 sets out Banpu's and Banpu PCL's intentions for Hunnu in relation to:

(a) the continuation of the business of Hunnu;

(b) any major changes to the business of Hunnu, including any redeployment of the fixed assets of Hunnu; and

(c) the future employment of the present employees of Hunnu.

The intentions of Banpu are the same as the intentions of Banpu PCL.

The intentions of Banpu and Banpu PCL expressed in this section are based on the information concerning Hunnu, its business and the general business environment which is known to Banpu at the time of preparation of this Bidder's Statement. This information is limited to publicly available information about Hunnu, and information obtained by Banpu through a limited due diligence process undertaken in connection with the Offer. Neither Banpu nor Banpu PCL have (nor purports to have) knowledge of all material information, facts and circumstances that are necessary to assess all of the operational, commercial, taxation and financial implications of its current intentions.

Banpu will only make final decisions in light of the material information available to it, and circumstances at the relevant time, and after obtaining financial and legal advice. Accordingly, the statements set out in this section 3 are statements of current intention only, which may change as new information becomes available to Banpu or as circumstances change.

Banpu's intentions will also be subject to the obligations of Hunnu Directors to act in the best interests of Hunnu, Hunnu Shareholders and Hunnu Optionholders, and must be read subject to the requirements of the Corporations Act and the ASX Listing Rules (if Hunnu remains listed) in relation to related party transactions.

3.2 INTENTIONS FOR HUNNU AS A FULLY OWNED SUBSIDIARY

This section 3.2 sets out Banpu's intentions if it acquires a relevant interest in at least 90% of the Hunnu Shares and 90% of the Hunnu Options, and is entitled to proceed to compulsorily acquire the remaining Hunnu Shares and Hunnu Options under the Corporations Act.

(a) Corporate matters

Banpu intends to:

a) proceed with compulsory acquisition of the outstanding Hunnu Shares and Hunnu Options in accordance with section 661B of the Corporations Act; and

b) arrange for Hunnu to be removed from the official list of the ASX.

(b) General operational review

Whilst Banpu has already established a level of familiarity with Hunnu since the formation of its strategic partnership with Hunnu, Banpu intends to better familiarise itself with the business of Hunnu. This would involve a thorough and broad-based general review of Hunnu's operations, assets, liabilities, employees and strategy. Any final intentions regarding these matters would only be settled following that review.

(c) Business and operations

Banpu Group's aim is to grow its business in the Asia Pacific region. The acquisition of Hunnu is part of that strategy and would substantially increase Banpu Group's presence in Mongolia and broaden its business profile. Banpu currently intends to support the current management team's strategy for Hunnu and continue the exploration and development of Hunnu's existing Mongolian operations.

Banpu believes it can add value to Hunnu through its skills and expertise in coal mine development and marketing in the Asia Pacific region. Banpu intends to support Hunnu in the development of its resources to be competitive in export markets.

Banpu and Banpu PCL intend that the operations of Hunnu will become the Banpu Group's Mongolian operations. This may involve future investment by the Banpu Group in Mongolia focused around both further exploration and capital expenditure to further progress mine development.

Banpu does not currently propose to change Hunnu management's strategy with respect to offtake and marketing arrangements.

Banpu does not currently intend to dispose of any assets of Hunnu.

(d) Management office and employees

It is Banpu's current intention that Hunnu's management office remains in Ulan Bator.

Banpu's current intentions are to keep the current management and employee team in place.

3.3 INTENTIONS FOR HUNNU BETWEEN 50% AND 90% OWNERSHIP

Banpu currently holds 12.1%[18] of the Hunnu Shares. The Offer and Share Offer are designed to facilitate the complete privatisation of Hunnu. Banpu does not currently intend to waive the minimum acceptance conditions in section 7.7(a), but reserves its right to do so in accordance with the Corporations Act.

[18] Based on 248,100,002 Hunnu Shares

This section sets out Banpu's intentions if the 90% minimum acceptance conditions in section 7.7(a) are waived, and Banpu acquires a sufficient number of Hunnu Shares under the Share Offer to gain effective control of Hunnu, but does not become entitled to compulsorily acquire the remaining Hunnu Shares. The ability of Banpu to implement the intentions set out in this section 3.3 will be subject to the legal obligations of the Hunnu Directors (including any nominees of Banpu) to have regard to the interests of Hunnu and all Hunnu Shareholders, the requirements of the Corporations Act and (provided Hunnu remains listed) the ASX Listing Rules relating to transactions between related parties. These may limit or modify the implementation of the intentions outlined below. As a result of those requirements, the approval of minority Hunnu Shareholders may be required for the implementation of some of the intentions outlined below.

If Banpu obtains control of Hunnu but does not compulsorily acquire the outstanding Hunnu Shares, its current intentions are as follows.

(a) **Corporate Matters**

Subject to the Corporations Act, the constitution of Hunnu, and the level of ownership Banpu achieves, Banpu intends to reconstitute the Hunnu Board of Directors (by adding further directors and/or removing directors) so that the proportion of Banpu's nominees at least corresponds with Banpu's voting power in Hunnu, and there is at least one independent director. The board structure and identity of Banpu's nominees has not yet been determined by Banpu and their number and identity will depend upon the circumstances at the relevant time.

Banpu intends to retain the listing of Hunnu on the ASX, subject to satisfying the requirements under the ASX Listing Rules (including there being a sufficient number and spread of Hunnu Shareholders). Under ASX Listing Rules, a listed company must maintain a spread of share holdings which, in ASX's opinion, is sufficient to ensure that there is an orderly and liquid market in securities. ASX may suspend and de-list a company that does not meet its spread requirements. It is possible that, depending on the level of acceptances under the Offer, ASX may de-list Hunnu on this basis.

If Hunnu is delisted from the ASX, Banpu does not intend to retain any independent Hunnu Directors on the Hunnu Board of Directors, and intends to reconstitute the Hunnu Board of Directors so that it consists entirely of Banpu's nominees.

(b) **General Operational Review**

Banpu, through its nominees on the Hunnu Board of Directors, intends to propose that Hunnu conducts general reviews of the nature referred to in section 3.2(b) on terms of reference that are consistent with Hunnu being controlled, but not wholly owned, by Banpu and, where appropriate to improve Hunnu's performance, implement improvements identified therein.

(c) **Further acquisitions of Hunnu Shares**

Banpu may acquire additional Hunnu Shares, including under the "creep" provisions of the Corporations Act and by other means. In summary, the "creep" provisions would allow Banpu and its associates to acquire up to 3% of Hunnu Shares every six months. Banpu has not decided whether it will acquire further Hunnu Shares, as that will be dependent upon (amongst other things) the extent of the voting power of Banpu and its associates in Hunnu and market conditions at that time.

(d) **Compulsory acquisition at a later time**

If Banpu becomes entitled at some later time to exercise general compulsory acquisition rights under Part 6A.2 of the Corporations Act as a result of acquisitions of additional Hunnu Shares in accordance with section 3.3(c) above, it may exercise those rights.

3.4 INTENTIONS IF OFFER IS UNSUCCESSFUL

If the Offer is unsuccessful:

(a) Banpu will continue to hold a 12.1%[19] interest in Hunnu, and continue its strategic alliance with Hunnu. Banpu reserves the right to increase or reduce its stake in Hunnu in accordance with the law at any time; and

(b) Banpu will continue to evaluate proposals for it to participate in the evaluation, funding and development of Hunnu's projects, although no assurance can be given that Banpu or Hunnu will enter into any formal binding arrangements in respect of the same or the terms of such arrangements.

3.5 INTENTIONS GENERALLY

Other than as set out in this section 3 and regardless of whether Hunnu becomes wholly or partly owned by Banpu, based on information presently known to it and the existing circumstances affecting the assets and operations of Hunnu, Banpu intends:

(a) to continue the business of Hunnu;

(b) not make any major changes to the business of Hunnu or the deployment of Hunnu's assets; and

(c) to continue the employment of Hunnu's current employees.

[19] Based on 248,100,002 Hunnu Shares

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4

Sources of consideration

4 Sources of consideration

4.1 BACKGROUND

The Offer is not subject to a financing condition. This section 4 sets out the means by which Banpu intends to fund the Offer and Share Offer as at the date of this Bidder's Statement. The actual source of funding used by Banpu to satisfy its obligations to pay the Share Offer Price, Option Offer Prices and transaction expenses may differ from those set out in this section 4. The consideration for the acquisition of Hunnu Shares under the Share Offer, and Hunnu Options under the Offer, will be satisfied wholly in cash (in Australian dollars).

4.2 MAXIMUM CASH REQUIRED

The amount of cash that Banpu would be required to pay under the Share Offer and the Offer if all Hunnu Shareholders accept the Share Offer in respect of their Hunnu Shares, and all Hunnu Optionholders accept the Offer in respect of their Hunnu Options, would be approximately $427 million excluding transaction costs.

At the Share Offer Price, approximately 19,300,000 Hunnu Options are "in the money" (i.e. have an exercise price that is lower than the Share Offer Price). If the holders of these Hunnu Options were to exercise them and accept the Share Offer (rather than accepting the Offer), approximately $433 million would be payable by Banpu under the Share Offer and the Offer.

4.3 BANPU'S INTERNAL BORROWING ARRANGEMENTS

Pursuant to a funding agreement between Banpu and Banpu PCL (**Internal Funding Agreement**), Banpu PCL has agreed to provide, and will procure that its Subsidiaries will provide, Banpu with all amounts Banpu is required to pay for the acquisition of Hunnu Shares and Options under the Share Offer and Offer (as and when those payments are required to be made), as well as all associated transaction costs.

Banpu's rights to require funding to be provided under the Internal Funding Agreement are not subject to any conditions. These rights will remain available during the Offer Period and any period during which consideration may be required to be paid for compulsory acquisition of Hunnu Shares or Hunnu Options (**Funding Period**) and may be exercised in one or more tranches at any time during the Funding Period.

4.4 BANPU PCL'S SOURCES OF FUNDS

The amounts that Banpu PCL may be required to provide to Banpu under the Internal Funding Agreement will be sourced from a combination of Banpu PCL's existing cash reserves and available capacity under existing credit facilities.

In aggregate, the funds available from Banpu PCL's existing cash reserves and undrawn amounts under its existing credit facilities exceed the maximum consideration payable pursuant to the Offer, the Share Offer and all associated transaction costs.

(a) Particulars of cash reserves

As at the date of this Bidder's Statement, Banpu PCL has cash and cash equivalents of approximately 8,400 million Thai bhat (approximately $276 million[20]) on deposit with various financial institutions available to be used for the purposes of the Offer, the Share Offer, and associated transaction costs. The cash on deposit by Banpu PCL is principally denominated in Thai baht.

(b) Particulars of facilities

As at the date of this Bidder's Statement, Banpu PCL has in excess of 6,800 million Thai baht (approximately $224 million[17]) of funds available to it for the purposes of the Share Offer, the Offer, and associated transaction costs, through existing credit facilities with various financial institutions referred to below (**Facilities**).

The Facilities are immediately available for drawdown by Banpu PCL. Each Facility contains standard events of default, undertakings, representations and warranties and other standard provisions. The terms of these arrangements do not have any material pre-conditions to the making available of the funds outside the control of Banpu PCL. As at the date of the Bidder's Statement neither Banpu PCL nor Banpu is aware of the existence of any circumstances which would be likely to prevent the conditions precedent to drawdown being satisfied or any events of default being triggered.

[20] Assumes AUD:THB exchange rate of 30.416 as at the date of this Bidder's Statement.

The Facilities are provided by the following banking institutions:

Bank of Ayudhya PCL

Bank of Ayudhya PCL was established in 1945 and is listed on the Stock Exchange of Thailand. It was Thailand's fifth largest bank in Thailand in terms of total assets, deposits and loans as at 30 June 2011 and provides a full range of banking services to both commercial and individual customers.

Government Savings Bank

Government Savings Bank is a government-owned retail bank in Thailand, which grew out of the savings office set up by the Thai government in 1913.

Kasikornbank PCL

Kasikornbank PCL was established in 1945 and is listed on the Stock Exchange of Thailand. It operates over 800 branches across Thailand, including 284 Bangkok metropolitan branches.

Krung Thai Bank PCL

Krung Thai Bank PCL began its operations in 1966 following the merger of two government-owned banks, Kaset Bank and Monton Bank, and is listed on the Stock Exchange of Thailand.

Mizuho Corporate Bank, Ltd (Mizuho)

Mizuho was established in 2002 and has its head office located in Tokyo, Japan. Mizuho provides financial services to major corporations, financial institutions, public sector entities and Japanese and foreign companies overseas. It is a wholly owned subsidiary of Mizuho Financial Group, Inc which has listings on the Tokyo Stock Exchange (First section), Osaka Securities Exchange (First section) and the New York Stock Exchange (for American Depository Receipts).

Siam Commercial Bank PCL

Siam Commercial Bank PCL was established in 1906 and is listed on the Stock Exchange of Thailand. It was Thailand's fourth largest commercial bank in terms of total assets, deposits and loans as at 30 June 2011 and provides a full range of financial services through its head office and its extensive branch network.

Sumitomo Mitsui Banking Corporation (Sumitomo)

Sumitomo was first established as a private bank (under the name "Mitsui Bank") in 1876, and has undergone various mergers with other banks since then. Sumitomo's head office is located in Tokyo, Japan. In December 2002, Sumitomo became a wholly owned subsidiary of Sumitomo Mitsui Financial Group, Inc., a company listed on the Tokyo Stock Exchange (First Section), Osaka Securities Exchange (First Section), Nagoya Stock Exchange (First Section) and New York Stock Exchange (issue type - ADS Common).

4.5 EXCHANGE/REGULATORY APPROVALS

The Offer is subject to a condition that before the end of the Offer Period, Banpu obtains all legal and government agency approvals, authorisations and consents required under any laws, regulations or policies relevant to Banpu and necessary to enable Banpu to acquire Hunnu Shares under the Share Offer and Hunnu Options under the Offer (see section 7.7(f)). Banpu is required to receive approval from the Bank of Thailand for remitting foreign currency to fund Banpu to pay the consideration under the Share Offer and the Offer, the receipt of which is a Condition under the Offer.

4.6 PROVISION OF CONSIDERATION

On the basis of the arrangements described in this section 4, Banpu believes that it has reasonable grounds for holding the view, and holds the view, that it will be able to provide the consideration offered under the Share Offer and the Offer.

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5

Taxation considerations

5 Taxation considerations

5.1 AUSTRALIA TAXATION SUMMARY

The information contained in this tax summary is of a general nature only. It is not intended to be either legal or tax advice and will not address all of the tax issues that may be relevant to you if you dispose of your Hunnu Options. You should obtain independent tax advice relevant to your own particular facts and circumstances including Australian taxation consequences of accepting the Offer.

If you are a non-resident of Australia for tax purposes you should also take into account the tax consequences that arise in your country of tax residence as well as under Australian law.

This is a summary of the key Australian income tax, capital gains tax (**CGT**), goods and services tax (**GST**) and stamp duty implications that may arise for you if you sell your Hunnu Options to Banpu for the Option Offer Prices. This summary is based on the Australian tax laws that are currently in force as at the date of this Bidder's Statement. This summary is also based on relevant current administrative practices.

This taxation summary only summarises the tax consequences for you and your Hunnu Options if you hold your Hunnu Options on capital account. It does not address the tax consequences for you:

(a) if you acquired your Hunnu Options in the course of carrying on a business or for the purpose of resale at a profit (e.g. you are engaged in a business of trading or investment, or you are a bank or insurance company) or you are subject to the taxation of financial arrangements provisions in Division 230 of the Income Tax Assessment Act 1997 in respect of your Hunnu Options; and

(b) if you are not a tax resident of Australia and (together with your associates) you held Hunnu Options that would have entitled you to increase your shareholding in Hunnu to 10% or more either at the time of your CGT event (see below) or throughout a 12 month period in the 24 months before your CGT event.

If one or more of paragraphs (a) or (b) above apply to you, you should obtain your own independent tax advice.

5.2 DEEMED TAXATION OF HUNNU OPTIONS ISSUED UNDER AN EMPLOYEE SHARE SCHEME

Special rules apply to options issued under an employee share scheme to persons who are employees for the purposes of Division 83A of the Income Tax Assessment Act 1997. It should be noted that for these purposes, directors would generally be treated as employees. Broadly, there are two possible outcomes:

(a) the discount on the issue price of the option may be included in the assessable income of the recipient at the time of grant (that is, if the option is issued for no consideration, the market value of the option at the time of grant may be included in the recipient's assessable income at that time); and

(b) at the earliest of the following times, or at the time of disposal of the option if that occurs within 30 days of the earliest of the following times, the market value of the option, less the cost base of the option at that time, may be included in the recipient's assessable income:

   (i) the first time at which there is no real risk that the recipient will forfeit or lose the option, or the share that would be obtained on exercise of the option, under the terms of the employee share scheme;

   (ii) the time at which the recipient ceases to be an employee or director; and

   (iii) the time seven years after the date of issue of the option.

However, an amount included in your assessable income under the employee share scheme rules will be treated as being not from Australian sourced income if you are employed outside Australia. Therefore, if you are employed by Hunnu outside Australia and are not otherwise an Australian resident, you should not be subject to tax under the employee share scheme rules even if an amount is included in your assessable income.

If you acquired your Hunnu Options under an employee share scheme, you should check your records to determine if the discount on issue of the Hunnu Options was treated as being included in your assessable income at that time. Broadly, the discount on issue of the Hunnu Options would normally have been included in your assessable income at that time if there was no real risk that those Hunnu Options could be lost or forfeited under the terms of issue of the employee share scheme. However, the relevant legislation is complex and there are various special rules that may apply in special circumstances. Therefore, if you acquired Hunnu Options under an employee share scheme, you should seek personalised tax advice from both Hunnu and your own independent tax adviser.

If the discount on issue of your Hunnu Options was treated as being included in your assessable income at that time, then no further amount would be deemed to be included in your assessable income under the employee share scheme rules as a result of either the Offer or the Share Offer.

However, if you were issued Hunnu Options under an employee share scheme and have not yet included any amount in your assessable income as a result of the issue of the Hunnu Options, you should consider when you would cease to have a real risk of losing of forfeiting those Hunnu Options as a result of either the Offer or the Share Offer, because this would trigger a tax liability for you in respect of the Hunnu Options. For example, if the terms of the Hunnu Options granted to you provided that they would vest and become exercisable during a bid period (as defined in the Corporations Act) following a bidder acquiring a relevant interest of greater than 50% of the Hunnu Shares and the bid having been declared unconditional, and no amount had yet been included in your assessable income as a result of the issue of those Hunnu Options, then, depending on the response to the Share Offer, it might be the case that a tax liability in respect of those Hunnu Options would be triggered before you actually sold your Hunnu Options under the Offer.

The timing may be important because as noted above, if the trigger time for a tax liability in respect of the Hunnu Options occurs within 30 days of the relevant Hunnu Options being sold, the time that an amount would be included in assessable income in respect of the relevant Hunnu Options would be the time of sale. As discussed below, this timing also may have implications for CGT purposes.

That is, if for example:

(a) Hunnu Options had been issued for no consideration under an employee share scheme to an Australian resident, and no amount included in assessable income at the time of issue;

(b) Banpu subsequently acquired 50% of Hunnu Shares under a takeover bid which it declared unconditional;

(c) you ceased to have a real risk of forfeiting or losing your Hunnu Options, either because the terms of the Hunnu Options were such that they became vested and exercisable as a result, or because you actually sold them; and

(d) the Hunnu Options were then sold, at the time of, or within 30 days of you ceasing to have a real risk of losing or forfeiting them and there were no incidental costs,

then the market value of the options at the time of sale might be included in the assessable income of the Australian resident at that time.

However, as the tax laws relating to employee share schemes are extremely complex, if you acquired your Hunnu Options under an employee share scheme, you should obtain your own independent professional tax advice.

5.3 DISPOSAL OF YOUR HUNNU OPTIONS

(a) **Australian resident Hunnu Optionholders**

If your Hunnu Options are either transferred to Banpu or are cancelled this will be a CGT event for Australian CGT purposes. In this event, the disposal of your Hunnu Options will have certain CGT implications for you.

The time of your CGT event will be one of the following times:

(i) if you accept the Offer on or before the time the Condition in section 7.7(b) is satisfied or waived, your disposal should take place on the date that Condition is satisfied or waived;

(ii) if you accept the Offer after these Conditions are met, your disposal should take place on the date the Offer is accepted by you; or

(iii) if you do not accept the Offer and your Hunnu Options are compulsorily acquired (as described in section 3.2(a)), your disposal should take place on the date Banpu becomes the owner of your Hunnu Options.

You may make a capital gain or capital loss on the disposal of your Hunnu Options to Banpu depending on the total consideration that you receive for the disposal of your Hunnu Options and the CGT cost base or reduced cost base of your Hunnu Options. You will have a capital gain from the disposal of your Hunnu Options if the Offer Price exceeds the cost base in your Hunnu Options. You will have a capital loss if the Offer Price is less than the reduced cost base of your Hunnu Options.

However, if you were issued Hunnu Options under an employee share scheme and the CGT event happens with 30 days of the trigger time for a tax liability in respect of your Hunnu Options under the employee share scheme rules, such that an amount would be included in your assessable income at the time of the CGT event as discussed above, any capital gain or capital loss on sale of the Hunnu Options would be disregarded.

5 Taxation considerations (continued)

Generally, the cost base or reduced cost base of a CGT asset will include, among other things, the amount paid to acquire your Hunnu Option and any other incidental costs. However, if you acquired your Hunnu Options under an employee share scheme for the purposes of Division 83A of the Income Tax Assessment Act 1997, specific deeming rules may affect your cost base and reduced cost base. In particular:

(i) if you acquired your Hunnu Options under an employee share scheme for the purposes of Division 83A of the Income Tax Assessment Act 1997 and you included an amount in assessable income at the time of grant, your cost base is likely to be calculated based on the market value of your Hunnu Options at the time of grant, plus any amount paid by you to acquire them together with relevant incidental costs; and

(ii) if you acquired your Hunnu Options under an employee share scheme for the purposes of Division 83A of the Income Tax Assessment Act 1997 and you did not include an amount in assessable income at the time of grant, but an event to trigger a deferred tax liability has since occurred, your cost base is likely to be calculated based on the market value of your Hunnu Options at the time of that trigger event, plus any amount paid by you to acquire them together with relevant incidental costs, although if you sell your Hunnu Options within 30 days of that trigger event, the capital gain or loss would be disregarded in any event.

If you make a capital gain from the disposal of your Hunnu Options, that capital gain will be combined with any other capital gains you have made for the income year, then the total will be applied against any current year or carried forward capital losses (before taking into account the CGT discount), subject to the application of various loss integrity provisions.

If the total capital losses for the income year exceeds total capital gains for the income year, the net capital loss for that income year may be applied to reduce capital gains of later income years (before taking into account the CGT discount, if applicable).

If the total capital gains for the income year exceeds current year and carried forward capital losses, then you may be entitled to CGT discount treatment to reduce the amount of the net capital gain included in your assessable income attributable to the disposal of your Hunnu Options. Where CGT discount treatment applies to you, the rate of CGT discount applicable is 50% (if you are an individual or a trust, however, trustees in particular should seek independent professional advice on the operation of the CGT discount rules) or 33% (if you are a complying superannuation entity) of any capital gain on Hunnu Options which you held for more than 12 months and which are not disposed of under an agreement entered into within 12 months of acquisition. However, where you acquired your Hunnu Options under an employee share scheme and an amount was included in your assessable income in respect of those Hunnu Options after the time of grant, you would be deemed to have acquired those Hunnu Options at the time that amount was included in your assessable income in respect of the Hunnu Options, and this would be relevant to the satisfaction of the 12 month test in order to be eligible for the CGT discount on any capital gain made on disposal of those Hunnu Options.

Only the discounted amount of the capital gain remaining after the application of any current year or carried forward capital losses, if any, would be included in your assessable income for the income year as part of your net capital gain.

Any capital loss you make on disposal of your Hunnu Options would be taken into account in the calculation of your net capital gain or net capital loss for the income year and would not otherwise be taken into account.

The CGT discount will not apply to Hunnu Optionholders that are companies, and it also does not apply to Hunnu Options that have been owned, or are deemed to be owned, for less than the relevant 12-month period.

(b) **Non-Australian resident Hunnu Optionholders**

If you are a non-Australian resident, and you do not hold your Hunnu Options in carrying on a business at or through a permanent establishment in Australia, you will not be liable for Australian tax on any capital gain realised on the disposal of your Hunnu Options.

5.4 GST AND STAMP DUTY

No Australian stamp duty or GST is payable by you on the sale of your Hunnu Options to Banpu pursuant to the Offer. You may be charged GST on incidental costs incurred in acquiring or disposing of your Hunnu Options. You may be entitled to input tax credits or reduced input tax credits for such costs, but should seek independent professional advice in relation to your own particular circumstances.

6

Other material information

6 Other material information

6.1 BID IMPLEMENTATION DEED

Banpu entered into a Bid Implementation Deed with Hunnu on 12 September 2011 (**Bid Implementation Deed**). A summary of the key terms of the Bid Implementation Deed is set out in the Target's Statement sent to you by Hunnu and accompanying this Bidder's Statement.

6.2 DUE DILIGENCE

Prior to the Announcement Date, Banpu approached Hunnu on a confidential basis to discuss its interest in a potential bid for Hunnu. Banpu carried out a limited due diligence review of the business and affairs of Hunnu in connection with making the Share Offer and the Offer, which included a review of all option terms and certain documents in connection with the acquisition of Rio Tinto Mongolia LLC by a Subsidiary of Hunnu (**RTM Acquisition**) and other associated transactions with respect to Hunnu's investment in the Altai Nuurs Premium Hard Coking Coal Project.

During the course of the due diligence, representatives of Banpu reviewed records and documents of Hunnu and spoke with senior management of Hunnu. The information reviewed by Banpu during the limited due diligence it undertook is in the public domain, is disclosed in this Bidder's Statement or the Target's Statement which accompanies this Bidder's Statement, or is not material to the making of a decision by a Hunnu Optionholder whether or not to accept the Offer.

The purchase agreement in relation to the RTM Acquisition contains a change of control provision that will be triggered by Banpu acquiring 20% or more of the Hunnu Shares. If this occurs, the deferred consideration obligation will be accelerated, resulting in the amount of approximately US$17 million being payable within 10 business days of the provision being triggered.

6.3 SHARE OFFER

Banpu is making the Share Offer to Hunnu Shareholders to acquire 100% of their Hunnu Shares for $1.80 per Hunnu Share. Full details of the Share Offer are set out in the bidder's statement for the Share Offer.

6.4 REGULATORY CONSIDERATIONS

Banpu is a foreign person for the purposes of FATA. Accordingly, the Offer is subject to the Condition that the Treasurer of the Commonwealth of Australia (**Treasurer**) approves the proposed acquisition by Banpu of up to all of the Hunnu Shares and Hunnu Options under the Share Offer and Offer, or by any other means permitted by the Corporations Act. Banpu has lodged a notice with FIRB seeking this approval. Banpu believes that the transaction is consistent with the Government's foreign investment policy and anticipates that a statement of non-objection to the proposals will be issued in due course.

Banpu has obtained modifications of the Corporations Act from ASIC in relation to the Offer as described in section 6.6.

The Offer is conditional on Banpu obtaining all legal and regulatory approvals, authorisations and consents required under any laws, regulations or policies relevant to Banpu and necessary to enable Banpu to acquire Hunnu Shares under the Share Offer, and Hunnu Options under the Offer. Banpu is required to receive approval from the Bank of Thailand for Banpu to remit foreign currency to pay the consideration under the Share Offer and the Offer. In relation to section 7.7(f) Banpu has pursued, and will continue to vigorously pursue, all relevant Bank of Thailand Approvals as expeditiously as possible and undertakes not to withdraw any application for such approvals or any other Approval which would be relevant to the Condition in section 7.7(f).

Certain Hunnu Shares and Hunnu Options are classed as restricted or escrowed securities by the ASX. ASX consent has been obtained to release these securities from restriction or escrow.

6.5 STATUS OF CONDITIONS

Under the terms of the Offer and the Corporations Act, all of the Conditions (except the Condition in section 7.7(b)) can be waived by Banpu at any time prior to the end of the Offer Period. If an event occurs which prevents a Condition in section 7.7 being fulfilled, Banpu does not intend to make a decision as to whether it will rely on such non-fulfilment or waive the Condition until the date for giving notice as to the status of Conditions for the Offer under section 630(3) of the Corporations Act. If Banpu decides it will waive a Condition altogether, then it will announce that decision to ASX in accordance with section 650F of the Corporations Act. If Banpu does not waive a non-fulfilled Condition, any contracts arising from acceptance of the Offer will become void at the end of the Offer Period (or, in respect of the Condition in section 7.7(b), no contract will arise).

Section 6.4 above describes matters relevant to the status of the Conditions in sections 7.7(b) and 7.7(f). In relation to the Condition in section 7.7(e), Banpu is not aware, as at the date of this Bidder's Statement, of any decision, order, decree, application, order or investigation which would result in the non-fulfilment of that Condition. Further, as at the date of this Bidder's Statement, Banpu is not aware of any act, omission, event, fact or circumstance that would or is likely to result in the non-fulfilment of the other Conditions in section 7.7 not described above, other than:

(a) the commencement date for the new Personal Property Securities Act 2009 (Cth) regime being delayed until, at the earliest, 30 January 2012, being after the conclusion of the Offer Period, and as such it appears as at the date of this Bidder's Statement, the satisfaction of the Condition in section 7.7(p) will be fulfilled; and

(b) the purchase agreement in relation to the RTM Acquisition contains a change of control provision as described in section 6.2 above. As at the date of this Bidder's Statement, this agreement would breach the condition in section 7.7(i), however Banpu will waive the condition in section 7.7(i) in respect of the RTM Acquisition.

6.6 ASIC MODIFICATIONS AND EXEMPTIONS

Banpu obtained the following modifications from ASIC in respect of the Offer:

(a) section 605(2), to allow Banpu to treat the different classes of Options as one class for the purpose of the Offer;

(b) section 619(2), to allow Banpu to offer different consideration for each class of Option under the Offer; and

(c) section 618(1) and Chapter 6A, to allow Banpu to cancel Non-transferable Options under the Offer and as part of the compulsory acquisition process.

A copy of the relief instrument is attached as **Annexure B**.

ASIC has published various class order instruments which provide modifications of, and exemptions from, the operation of Chapter 6 of the Corporations Act and which apply generally to all persons, including Banpu.

6.7 BANPU'S INTERESTS IN HUNNU SECURITIES

(a) **Relevant Interest**

As at the date of this Bidder's Statement and immediately before the first Offer was sent, Banpu:

(i) had a Relevant Interest in 30,000,000 Hunnu Shares; and

(ii) did not have a Relevant Interest in any Hunnu Options.

(b) **Voting power**

As at the date of this Bidder's Statement and immediately before the first Offer was sent, Banpu's voting power in Hunnu was 12.1%[21].

(c) **Substantial holders**

As at the date of this Bidder's Statement, Hunnu had the following substantial shareholders:

	Name of Hunnu Substantial Shareholder	Number of Hunnu Shares held	% of total Hunnu Shares[21]
1.	Banpu Minerals (Singapore) Pte Ltd	30,000,000	12.1
2.	L1 Capital Pty Limited	17,252,289	7.0
3.	Deutsche Bank Group	13,885,768	5.6

6.8 NO DEALINGS IN HUNNU SHARES OR HUNNU OPTIONS

Neither Banpu nor any associates have provided or agreed to provide any consideration for any Hunnu Shares or Hunnu Options during the four months before the date of this Bidder's Statement.

6.9 NO COLLATERAL BENEFITS

Except for the Offer and the Share Offer, neither Banpu nor any of its associates has, in the four months before the date of this Bidder's Statement, or in the period between the date of this Bidder's Statement and the date of the Offer:

(a) provided, or agreed to provide any consideration for Hunnu Options; or

(b) given, offered to give or agreed to give a benefit which is not offered to all Hunnu Optionholders under the Offer to another person which was likely to induce the other person (or an associate) to accept the Offer or dispose of Hunnu Options.

[21] Based on 248,100,002 Hunnu Shares.

6 Other material information (continued)

6.10 NO ESCALATION AGREEMENTS

Neither Banpu nor any of its associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

6.11 APPROVALS FOR PAYMENT OF CONSIDERATION

Banpu is not aware of any Hunnu Optionholders who require any approval referred to in section 7.6(d)(i) in order to be entitled to receive any consideration under the Offer.

Banpu is not currently aware of any amounts that are or would be treated as withholding amounts under section 7.6(d)(ii). However, it is possible that Banpu may become aware of an obligation in this regard after the date of this Bidder's Statement.

6.12 CONSENTS TO BE NAMED

This Bidder's Statement contains statements made by, or statements based on statements made by, Banpu PCL. Banpu PCL has consented to being named in this Bidder's Statement and has consented to the inclusion of:

(a) each statement it has made; and

(b) each statement which is said in this Bidder's Statement to be based on a statement it has made,

in the form and context in which the statements have been included, and has not withdrawn its consent as at the date of this Bidder's Statement.

Allen & Overy who has acted as legal adviser to Banpu, J.P. Morgan who has acted as financial adviser to Banpu and Computershare Investor Services Pty Limited who is the share registrar to the Offer are named solely for informational purposes. Each consents to being named in this Bidder's Statement in the form and context in which it appears and has not withdrawn its consent at the date of this Bidder's Statement, but:

(a) have not caused or authorised the issue of the Bidder's Statement or have in any way been involved in the making of the Offer. The Offer is made by Banpu;

(b) do not make nor purport to make any statement in the Bidder's Statement or any statement in which a statement in the Bidder's Statement is based; and

(c) to the maximum extent permitted by law expressly disclaims all liability in respect of, makes no representation regarding and takes no responsibility for, any part of this Bidder's Statement.

This Bidder's Statement also includes statements which are made in, or based on statements made in, documents lodged with ASIC or given to ASX. Under the terms of ASIC Class Order [CO 01/1543], the persons making those statements are not required to consent to, and have not consented to, the inclusion of those statements, or of statements based on those statements, in this Bidder's Statement. If you would like to receive a copy of those documents free of charge please contact the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday. Calls to these numbers may be recorded.

In addition as permitted by ASIC Class Order [CO 03/635], this Bidder's Statement may be accompanied by certain statements:

(a) fairly representing a statement by an official person; or

(b) from a public official document or published book, journal or comparable publication.

This Bidder's Statement also includes trading data in relation to Hunnu as permitted by ASIC Class Order [CO 07/428].

6.13 SOCIAL SECURITY AND SUPERANNUATION IMPLICATIONS OF THE OFFER

Acceptance of the Offer may have implications under your superannuation arrangements or on your social security entitlements. If in doubt you should seek specialist advice.

6.14 DATE FOR DETERMINING HOLDERS OF SECURITIES

For the purposes of section 633 of the Corporations Act, the date for determining the persons to whom information is to be sent under Items 6 and 12 of section 633(1) is the Register Date.

6.15 CONSENT TO EARLY DISPATCH

The Hunnu Directors have consented to the dispatch of this Bidder's Statement to Hunnu Optionholders earlier than 14 days after it was given to Hunnu on the date of this Bidder's Statement.

6.16 OTHER MATERIAL INFORMATION

Except as disclosed in this Bidder's Statement, there is no other information that:

(a) is material to the making of the decision by an Hunnu Optionholder whether or not to accept the Offer; and

(b) is known to Banpu,

which has not previously been disclosed to Hunnu Optionholders.

6.17 APPROVAL OF BIDDER'S STATEMENT

The copy of the Bidder's Statement that is to be lodged with ASIC has been approved by a resolution of the Banpu directors on 28 September 2011.

7

Terms and conditions of the Offer

7 Terms and conditions of the Offer

7.1 OFFER

(a) Banpu offers to acquire or cancel all of your Hunnu Options (together with all Rights) on the terms and subject to the Conditions set out in this section 7.

(b) The consideration under the Offer is, subject to section 7.5(d) is set out below:

Expiry date	Exercise price	Number of Hunnu Options	Option Offer Price
31 December 2014	$0.20	15,000,000	$1.60 each
31 December 2012	$0.20	1,000,000	$1.60 each
31 December 2012	$0.40	1,000,000	$1.40 each
31 May 2014	$2.00	9,000,000	$0.60 each
30 June 2015	$1.00	2,000,000	$0.90 each
28 February 2016	$1.25	300,000	$0.90 each
Total		**28,300,000**	

(c) Banpu will pay the consideration in accordance with section 7.6, subject to any deductions in accordance with section 7.5(d).

(d) By accepting this Offer:

(i) **if your Hunnu Options are Transferable Options:** you undertake to transfer to Banpu not only the Hunnu Options to which the Offer relates, but also all Rights attached to those Hunnu Options (see section 7.5(d) below); and

(ii) **If your Hunnu Options are Non-transferable Options:** you agree and covenant in favour of Banpu and Hunnu to the cancellation of your Hunnu Options that are Non-transferable Options.

(e) The Offer is dated 4 October 2011.

7.2 OFFER PERIOD

(a) The Offer will remain open for acceptance during the period that commences on the date of the Offer and ends at 7.00pm (Sydney time) on Monday, 7 November 2011, unless it is withdrawn or extended in accordance with the Corporations Act.

(b) Banpu may, in accordance with the Corporations Act, extend the period during which the Offer remains open for acceptance.

(c) If, within the last seven days of the Offer Period, either of the following events occur:

(i) the Offer is varied to improve the consideration offered; or

(ii) Banpu's voting power in Hunnu increases to more than 50%,

then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

7.3 WHO MAY ACCEPT THIS OFFER

(a) Banpu is making an offer in the form of the Offer to:

(i) each person registered as the holder of Hunnu Options in the register of optionholders of Hunnu as at the Register Date; and

(ii) each person who, during the period from the Register Date to the end of the Offer Period, becomes registered as the holder of Hunnu Options.

(b) Transferees

If at any time during the Offer Period another person is registered as the holder of some or all of the Hunnu Options to which this Offer relates, then this Offer will be deemed to have been withdrawn immediately at that time and a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to:

(i) that other person in respect of the Hunnu Options for which they have become registered holder; and

(ii) you in respect of any other Hunnu Options you may hold.

(c) Trustees and nominees

If at any time during the Offer Period and before you accept the Offer, Hunnu Options consist of two or more separate parcels within the meaning of section 653B of the Corporations Act (for example, because you hold Hunnu Options as a trustee or nominee for, or otherwise on account of, several distinct beneficial owners), then you may accept as if a separate offer in the form of the Offer had been made in relation to each of those parcels (including any parcel you hold in your own right). Acceptance for any parcel of Hunnu Options (including any parcel consisting of two or more parcels) is ineffective unless:

(i) you give Banpu notice stating that the Hunnu Options consist of a separate and distinct parcel; and

(ii) your acceptance specifies the number of Hunnu Options in the distinct parcel.

References in this Offer to Hunnu Options will be taken to refer to that distinct parcel.

If, for this purpose, you require additional copies of this Bidder's Statement and the Acceptance Form, please call the Offer Information Line on 1300 664 413 (toll free, within Australia) or +61 2 8022 7902 (not toll free, outside Australia) between 9.00am and 7.00pm (Sydney time) Monday to Friday to request those additional copies.

7.4 HOW TO ACCEPT THE OFFER

(a) **Accept for all of your Hunnu Options**

Subject to sections 7.3(b) and 7.3(c), you may only accept the Offer for all of your Hunnu Options.

(b) To accept the Offer in respect of your Hunnu Options, you must complete and sign the enclosed Acceptance Form and Deed Poll in accordance with the instructions on it, and return it (together with all documents required by the instructions on it) in accordance with the delivery instructions in section 7.4(c) below so that they are received before the end of the Offer Period.

(c) **Delivery of Acceptance Form and other documents**

(i) Your Acceptance Form and Deed Poll (together with all documents required by the instructions on it or by this Offer) can be returned to:

Hunnu Coal Offer
c/- Computershare Investor Services Pty Limited
GPO Box 52
MELBOURNE VIC 3001

(ii) A reply paid envelope, which is valid if sent from within Australia, is enclosed for your use.

(iii) If your Acceptance Form and Deed Poll (together with any accompanying documents) is returned by mail, it will be deemed to be received in time if it is received at the address specified in section 7.4(c)(i) above before the end of the Offer Period.

(iv) However, you will not be entitled to receive the consideration under this Offer to which you are entitled until your original Acceptance Form and Deed Poll (together with all documents required by the instructions on it) is received at the mail address specified above.

(v) The postage and transmission of the Acceptance Form and Deed Poll and other documents is at your own risk.

(d) **Validation of defective acceptance**

Notwithstanding the foregoing provisions of this section 7.4, Banpu may in its absolute discretion and without further communication to you, treat the receipt by it of a signed Acceptance Form and Deed Poll as valid even though it does not receive the other documents required by the instructions on the Acceptance Form and Deed Poll or it does not comply with any one or more of the other requirements for acceptance. If Banpu does treat such an Acceptance Form and Deed Poll as valid, Banpu will not be obliged to give the consideration to you until Banpu receives all those documents and all of the requirements for acceptance referred to in section 7.4 and the Acceptance Form and Deed Poll have been met.

7.5 STATUS AND EFFECT OF ACCEPTANCE

(a) **Status of Acceptance Form**

The Acceptance Form and Deed Poll which accompanies this Bidder's Statement forms part of the Offer, and the instructions on the Acceptance Form and Deed Poll must be followed in using it to accept the Offer.

(b) **Revocation of acceptance**

Once you have accepted this Offer in accordance with section 7.4, you will be unable to revoke your acceptance or otherwise dispose of your Hunnu Options except:

(i) if this Offer terminates in accordance with section 7.8(e);

(ii) if the Offer Period is extended for more than one month and the obligations of Banpu to pay the consideration are postponed for more than one month and, at the time, this Offer is subject to one or more of the Conditions in section 7.7, in which case you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act (which requires a notice to be sent to you at the time explaining your rights in this regard); or

(iii) as described in section 7.8(a)(i)(C).

(c) **Agreement resulting from acceptance**

By signing and returning the Acceptance Form and Deed Poll in accordance with section 7.4, you will have:

(i) been deemed to have accepted the Offer (and any variation of it) in respect of all of your Hunnu Options (even if the number of Hunnu Options specified on the Acceptance Form and Deed Poll differs from the total number of your Hunnu Options), subject to sections 7.3(b) and 7.3(c), and agreed to the terms of the Offer;

(ii) subject to this Offer being declared free from the Conditions or such Conditions being fulfilled, agreed to transfer to Banpu all your Hunnu Options that are Transferable Options as well as any Rights attaching to those Hunnu Options, and agreed and covenanted by deed poll in favour of Banpu and Hunnu to the cancellation of your Hunnu Options that are Non-transferable Options;

(iii) irrevocably authorised Banpu (by its directors, servants or agents) to complete the Acceptance Form and Deed Poll by inserting such details as are omitted in respect of your Hunnu Options and to rectify any errors in or omissions from it (including altering the number of Hunnu Options stated to be held by you if it is otherwise than as set

out in the Acceptance Form) as may be necessary to make it an effective acceptance of the Offer to enable registration of the transfer of your Hunnu Options that are Transferable Options to Banpu or the cancellation of your Hunnu Options that are Non-transferable Options;

(iv) represented and warranted to Banpu that your Hunnu Options will, at the date of the transfer of them to Banpu in respect of Transferable Options or cancellation in respect of Non-transferable Options (including any Rights), be fully paid and free from all mortgages, charges, liens, Encumbrances and interests of third parties of any kind (including any security interest within the meaning of section 12 of the Personal Property Securities Act 2009 (Cth)), whether legal or otherwise, and restrictions on transfer of any kind (other than those restrictions contained in the terms of your Hunnu Options that are Non-transferable Options), that your Hunnu Options have not been exercised, lapsed, expired, terminated or otherwise ceased to exist (other than as a result of your acceptance of the Offer), that you have full power and capacity to accept the Offer and to sell and transfer the legal and beneficial ownership of your Hunnu Options that are Transferable Options to Banpu and to agree to the cancellation of your Hunnu Options that are Non-transferable Options in accordance with the terms of the Offer, that you have obtained all consents and approvals necessary for the complete and effectual transfer of your Hunnu Options (including any Rights) that are Transferable Options to Banpu and the cancellation of your Hunnu Options (including any Rights) that are Non-transferable Options in accordance with the terms of the Offer and to accept the Offer;

(v) subject to the Conditions to the Offer being satisfied or waived, covenanted, by way of deed poll in favour of Banpu and Hunnu to give up and forever waive any and all title to, and Rights to which you are entitled in respect of, your Hunnu Options;

(vi) agreed to fully indemnify Banpu, and hold Banpu harmless, in respect of any claim or action against it for any loss, damage or liability whatsoever incurred by it as a result of it not receiving from you the certificate(s) for your Hunnu Options (or other evidence reasonably acceptable to Banpu of the holding of your Hunnu Options);

(vii) irrevocably authorised Banpu (and any director, secretary or nominee of Banpu) to apply for and do all things necessary to obtain certificate(s) in the name of Banpu or any nominee of Banpu for your Hunnu Options if Banpu did not receive from you the certificate(s) for any or all of your Hunnu Options;

(viii) subject to all of the Conditions to the Offer being satisfied or waived by the end of the Offer Period, irrevocably authorised Banpu and its nominees to do all things necessary to transfer your Hunnu Options that are Transferable Options to Banpu (together with any Rights) or to cancel your Hunnu Options that are Non-transferable Options, even if Banpu has not at that time paid or provided the consideration due to you under the Offer;

(ix) represented and warranted to Banpu that, if you are the legal owner but not the beneficial owner of your Hunnu Options:

(A) the beneficial holder has not sent a separate acceptance of the Offer in respect of your Hunnu Options;

(B) the number of Hunnu Options you have specified as being the entire holding of Hunnu Options you hold on behalf of the particular beneficial holder is in fact such entire holding; and

(C) that you are irrevocably and unconditionally entitled to transfer your Hunnu Options that are Transferable Options, and to assign all of the beneficial interest therein to Banpu, or to cancel your Hunnu Options that are Non-transferable Options;

(x) represented and warranted to Banpu that, unless you have notified it in accordance with section 7.3(c)(i), your Hunnu Options do not consist of separate parcels of Hunnu Options;

(xi) irrevocably appointed Banpu and each of its directors, secretaries and officers severally as your true and lawful attorney, with effect from the date this Offer or any contract resulting from the acceptance of this Offer is declared free from all its Conditions or those Conditions are fulfilled, with power to exercise the powers and rights which you could lawfully exercise as the registered holder of your Hunnu Options, and you acknowledge and agree that the attorney may exercise those powers in the interests of Banpu as the intended registered holder of your Hunnu Options. This appointment, being given for valuable consideration to secure the interest acquired in your Hunnu Options, is irrevocable and terminates upon registration of a transfer to Banpu of your Hunnu Options that are Transferable Options or the cancellation of your Hunnu Options that are Non-transferable Options;

(xii) with effect from the later of your acceptance of this Offer or any contract resulting from the acceptance of this Offer is declared free from all its Conditions or those Conditions are fulfilled, agreed not to exercise any of the powers or rights conferred on Banpu (and each of its directors, secretaries and officers) under section 7.5(c)(xi);

(xiii) where, at that time, you have a right to be registered as a holder of the Hunnu Options the subject of your acceptance as the result of any purchase (but are not yet an Hunnu Optionholder):

(A) agreed to use best endeavours to procure the delivery or cancellation of the Hunnu Options the subject of your acceptance to Banpu in accordance with your acceptance (including giving Banpu all documents necessary to give Banpu to vest those Hunnu Options which are Transferable Options in Banpu or to cancel those Hunnu Options which are Non-transferable Options);

(B) agreed not to do or omit to do anything which may frustrate your acceptance of this Offer, or otherwise obstruct registration of the transfer of the Hunnu Options which are Transferable Options or the cancellation of your Hunnu Options the subject of your acceptance to Banpu;

(C) irrevocably assigned to Banpu all contractual rights and recourse against the vendor in respect of your purchase (which contractual rights and recourse may arise by reason of that person's failure to complete that trade);

(D) agreed to assign to Banpu (without any further action being required) all rights in respect of your purchase immediately on any failure by you to complete that trade, including irrevocably assigning to Banpu the right to (at Banpu's sole discretion) complete that trade on your behalf, and agreed that Banpu may deduct from the consideration otherwise payable to you under this Offer any amount paid by Banpu in order to settle that purchase on your behalf. If Banpu does not, or cannot, make such a deduction, then you must pay such amount to Banpu; and

(E) agreed that, if your are unable to assign to Banpu any of the rights and recourse specified under sections 7.5(c)(xiii)(C) or 7.5(c)(xiii)(D) you will assign such rights and recourse as soon as you are legally able to;

(xiv) agreed, subject to the Conditions of this Offer being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such other acts, matters and things that Banpu may consider necessary or desirable to convey to Banpu the Hunnu Options registered in your name and the Rights attaching to those Hunnu Options.

(d) **Your Rights**

If you accept this Offer, Banpu is entitled to any Rights in respect of your Hunnu Options. By signing and returning the Acceptance Form and Deed Poll in accordance with section 7.4, you are deemed to have:

(i) irrevocably authorised and directed Hunnu to pay to Banpu, or to account to Banpu for, all Rights in respect of your Hunnu Options subject however to any such Rights received by Banpu being accounted for by Banpu to you if the Offer is withdrawn or the contract formed by your acceptance of the Offer is rescinded or rendered void;

(ii) except where Rights have been paid or accounted for in accordance with section 7.5(d)(i), irrevocably authorised Banpu to deduct from the consideration payable in accordance with the terms of the Offer the amount of all Rights referred to in section 7.5(d)(i), or any amount equal to the value of those Rights as reasonably assessed by Banpu, together with the value (as reasonably assessed by Banpu) of any franking credits attached to those Rights. If Banpu cannot or does not make such a deduction, you must pay such value or amount to Banpu, unless Banpu has elected to allow you to retain the relevant Rights.

Banpu may require you to give to Banpu all documents necessary to vest title to those Rights in Banpu, irrevocably waive those Rights, or give Banpu the benefit or value of those Rights.

7.6 PAYMENT OF CONSIDERATION

(a) **When consideration is paid**

Subject to this section 7.6 and the Corporations Act, if you accept this Offer and the Conditions are fulfilled or waived, Banpu will pay you the consideration for your Hunnu Options under this Offer on or before the earlier of:

(i) the day that is one month after the date of your acceptance or, if at the time of your acceptance this Offer is subject to a Condition, one month after this Offer becomes, or is declared, unconditional; and

(ii) the day that is 21 days after the end of the Offer Period.

7 Terms and conditions of the Offer (continued)

No interest will be payable on the consideration for your Hunnu Options under this Offer.

(b) **When additional documents are required**

Where the Acceptance Form and Deed Poll or any subsequent request from Banpu requires additional documents to be provided with your acceptance (such as a certified copy of a power of attorney or any other document reasonably requested by Banpu to give effect to your acceptance):

(i) if those documents are given to Banpu with your acceptance, Banpu will pay you the consideration for your Hunnu Options in accordance with section 7.6(a);

(ii) if Banpu receives those documents after your acceptance and before the end of the Offer Period, while this Offer is subject to a Condition, Banpu will pay you the consideration for your Hunnu Options by the earlier of:

(A) one month after this Offer becomes unconditional; and

(B) 21 days after the end of the Offer Period;

(iii) if Banpu receives those documents after your acceptance and before the end of the Offer Period, while this Offer is not subject to any Conditions, Banpu will pay you the consideration for your Hunnu Options by the earlier of:

(A) one month after Banpu receives those documents; and

(B) 21 days after the end of the Offer Period; and

(iv) if Banpu receives those documents after the end of the Offer Period, Banpu will pay you the consideration for your Hunnu Options within 21 days after Banpu receives those documents. However, if at the time the document is given, the takeover contract is subject to a Condition that relates to a circumstance or event referred to in section 7.7(c), Banpu will provide the consideration due to you for your Hunnu Options within 21 days after the Offer becomes, or is declared, unconditional.

(c) **Method of payment**

Payment of any cash amount to which you are entitled will be made by cheque drawn in Australian currency in your favour. The cheque will be sent to you, at your risk, by ordinary mail (or, in the case of Hunnu Optionholders with addresses outside Australia, by airmail) to the address for you last notified to Banpu by you. Payment will be deemed to have been made at the time the cheque is delivered to Australia Post for delivery or placed in an Australia Post postal box.

(d) **Restrictions on payment**

(i) If, at the time of acceptance of the Offer, any authority or clearance of an Authority is required for you to receive the consideration under the Offer or you are resident in or a resident of a place to which, or you are a person to whom:

(A) Banking (Foreign Exchange) Regulations 1959 (Cth);

(B) Charter of the United Nations Act 1945 (Cth) or any regulations thereunder;

(C) any regulations made under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth); or

(D) any other law of Australia that would make it unlawful for Banpu to provide consideration for your Hunnu Options,

applies, then your acceptance of the Offer will not create or transfer to you any right (contractual or contingent) to receive the consideration specified in the Offer unless and until all requisite authorities or clearances have been obtained by Banpu.

(ii) If any amount (the **withholding amount**) is required, under any Australian law or by any Authority, to be:

(A) withheld from any consideration otherwise payable to you under this Offer and paid to an Authority; or

(B) retained by Banpu out of any consideration otherwise payable to you under this Offer,

the payment or retention by Banpu of the withholding amount (as applicable) will constitute full discharge of Banpu's obligation to pay the consideration to you to the extent of the withholding amount.

7.7 CONDITIONS

Subject to this section 7.7, the Offer and any contract that results from your acceptance of the Offer is subject to the following conditions:

(a) **Minimum acceptance**

At or before the end of the Offer Period, Banpu has a Relevant Interest in such number of:

(i) Hunnu Shares which represents at least 90% of the aggregate of all the Hunnu Shares on issue and becomes entitled to compulsorily acquire all outstanding Hunnu Shares under Part 6A.1 of the Corporations Act; and

(ii) Hunnu Options which represents at least 90% of the aggregate of all the Hunnu Options on issue and becomes entitled to compulsorily acquire all outstanding Hunnu Options under Part 6A.1 of the Corporations Act.

(b) **FIRB approval**

Before the end of the Offer Period, the Treasurer of the Commonwealth of Australia (**Treasurer**) either:

(i) ceases to be empowered to make an order under the Foreign Acquisitions and Takeovers Act 1975 (Cth) in relation to the proposed acquisition by Banpu of up to all of the Hunnu Shares and Hunnu Options it does not already hold; or

(ii) gives written advice of a decision by or on behalf of the Treasurer stating (either unconditionally or on the basis of conditions which are reasonably acceptable to Banpu) that there is no objection to the proposed acquisition by Banpu of up to all of the Hunnu Shares and Hunnu Options it does not already hold.

(c) **No prescribed occurrences**

During the period from the date of this Bidder's Statements to the day that is 3 Business Days after the end of the Offer Period (each inclusive), none of the following occurrences (being the prescribed occurrences listed in section 652C of the Corporations Act) happens:

(i) Hunnu converts all or any of its shares into a larger or smaller number of shares under section 254H of the Corporations Act;

(ii) Hunnu or a subsidiary of Hunnu resolves to reduce its share capital in any way;

(iii) Hunnu or a subsidiary of Hunnu enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;

(iv) Hunnu or a subsidiary of Hunnu issues shares (other than as a result of the exercise of Hunnu Options) or grants an option over its shares, or agrees to make such an issue or grant such an option;

(v) Hunnu or a subsidiary of Hunnu issues, or agrees to issue, convertible notes;

(vi) Hunnu or a subsidiary of Hunnu disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;

(vii) Hunnu or a subsidiary of Hunnu charges, or agrees to charge, the whole, or a substantial part, of its business or property;

(viii) Hunnu or a subsidiary of Hunnu resolves to be wound up;

(ix) a liquidator or provisional liquidator of Hunnu or of a subsidiary of Hunnu is appointed;

(x) a court makes an order for the winding up of Hunnu or of a subsidiary of Hunnu;

(xi) an administrator of Hunnu or of a subsidiary of Hunnu is appointed under section 436A, 436B or 436C of the Corporations Act;

(xii) Hunnu or a subsidiary of Hunnu executes a deed of company arrangement; or

(xiii) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Hunnu or a subsidiary of Hunnu.

(d) **No prescribed occurrences between Announcement Date and this Bidder's Statement**

None of the events listed in sub-sections (i) to (xiii) of section 7.7(c) happens during the period beginning on the Announcement Date and ending at the end of the day before the date of this Bidder's Statement.

(e) **No action by Government Agency adversely affecting the Offers**

During the period from the date of the Bidder's Statements to the end of the Offer Period:

(i) there is not in effect any preliminary or final decision, order or decree issued by a Government Agency;

(ii) no action or investigation is instituted, or threatened by any Government Agency with respect to Hunnu or any subsidiary of Hunnu; or

(iii) no application is made to any Government Agency (other than an application by Banpu or any company within the Banpu Group, an application under section 657G of the Corporations Act, or an application commenced by a person specified in section 659B(1) of the Corporations Act in relation to either of the Offer or the Share Offer,

in consequence of, or in connection with, the Offer or the Share Offer, which restrains or prohibits or threatens to restrain or prohibit, or may otherwise materially adversely impact upon, the making of the Offer or the Share Offer or the completion of any transaction contemplated by the Bidder's Statements (including implementing the intentions expressed therein) or seeks to require the divestiture by Banpu of any Hunnu Shares, or the divestiture of any assets by Hunnu or by any subsidiary of Hunnu or by any company within the Banpu Group.

7 Terms and conditions of the Offer (continued)

(f) **Approvals by Government Agencies**

During the Offer Period, Banpu receives all Approvals which are required by law or by any Government Agency:

(i) to permit the Offers to be made to and accepted by Hunnu Shareholders and Hunnu Optionholders and to permit Banpu to acquire any or all of the Hunnu Shares and Hunnu Options it does not already hold; or

(ii) as a result of the Offers, or the successful acquisition of the Hunnu Shares and Hunnu Options (or cancellation of the Hunnu Options), and which are necessary for the continued operation of the business of Hunnu and its subsidiaries or of Banpu and its subsidiaries,

and those Approvals are on an unconditional basis and remain in force in all respects and there is no notice or indication of intention to revoke, suspend, restrict, modify or not renew those Approvals.

(g) **Conduct of business**

Except for any proposed transaction publicly announced by Hunnu before the Announcement Date, none of the following events occur during the period from that date to the end of the Offer Period:

(i) Hunnu, or any subsidiary of Hunnu, acquires, offers to acquire or agrees to acquire one or more companies, businesses, trusts or assets (or an interest in one or more companies, businesses, trusts or assets) for an amount in aggregate greater than $500,000 or makes an announcement about such an acquisition, other than the proposed acquisition of mining equipment disclosed to Banpu prior to the Announcement Date;

(ii) Hunnu, or any subsidiary of Hunnu, disposes, offers to dispose or agrees to dispose of, or creates, or offers to create an equity interest in one or more companies, trusts or assets (or an interest in one or more companies, trusts or assets) for an amount in aggregate greater than $500,000 or makes an announcement about such a disposal;

(iii) Hunnu, or any subsidiary of Hunnu, enters into, offers to enter into or announces that it proposes to enter into any joint venture or partnership involving a commitment of (or foregoing of revenue of) greater than $500,000 or dual listed company structure, or makes an announcement about such a commitment;

(iv) Hunnu, or any subsidiary of Hunnu, incurs or commits to, or grants to another person a right the exercise of which would involve Hunnu or any subsidiary of Hunnu incurring or committing to any capital expenditure or liability for one or more related items of greater than $1,000,000 or makes an announcement about such a commitment; or

(v) Hunnu, or any subsidiary of Hunnu, declares, pays or distributes any dividend, bonus or other share of its profits or assets.

(h) **No material failings in filings**

Banpu does not become aware, during the Offer Period, that any document filed by or on behalf of Hunnu with ASX or ASIC contains a statement which is incorrect or misleading in any material respect or from which there is a material omission.

(i) **Non-existence of certain rights**

No person has any right (whether subject to conditions or not) as a result of Banpu acquiring Hunnu Shares to:

(i) acquire, or require Hunnu or a subsidiary of Hunnu to dispose of, or offer to dispose of, or alter the terms of its holding of, any material asset of Hunnu or a subsidiary of Hunnu;

(ii) terminate or vary any material agreement with Hunnu or a subsidiary of Hunnu; or

(iii) accelerate or adversely modify the performance of any obligations of Hunnu or any of its subsidiaries in a material respect under any material agreements, contracts or other legal arrangements.

(j) **No force majeure event**

During the Offer Period:

(i) no outbreak of hostilities (whether war is declared or not) or terrorism, mobilisation of armed forces, civil or political unrest or labour disturbance, fire or natural disaster, material increase in the intensity of any of the above events or other event beyond the control of Hunnu or the relevant subsidiary occurs which affects or is likely to affect the assets, liabilities, financial position, performance, profitability or prospects of Hunnu or any of its subsidiaries;

(ii) there is no amendment made (or proposed to be made) to any law, regulation or similar applying to Hunnu or any of its subsidiaries that is reasonably likely to have an adverse affect on the assets, liabilities, financial position, performance, profitability or prospects of the Hunnu Group; and

(iii) there is no widespread disruption to global financial markets, or the financial markets of Australia or Thailand.

(k) **No material adverse change to Hunnu**

Between the Announcement Date and the end of the Offer Period, no matter, event, change, condition, circumstance, information or thing (**Change(s)**) occurs, is announced, becomes likely to occur or becomes known to Banpu (in any such case, individually or when aggregated with all such Change(s) and whether or not becoming public) that discloses (or could reasonably be inferred from the disclosure that), would result in and/or would reasonably be likely to result in:

(i) the value of the consolidated net assets of the Hunnu Group being reduced by at least $5 million against what they would reasonably have been expected to have been but for the Change(s) (as the case may be); or

(ii) a material adverse effect on the business, assets, liabilities, financial position or performance, profitability or prospects of the Hunnu Group taken as a whole, or the status or terms of any of the exploration or mining tenements owned by the Hunnu Group.

(l) **Renewal of Mining Interests**

Between the Announcement Date and the end of the Offer Period (each inclusive), no mining or exploration agreement, tenement, permit, license, lease, concession, grant, permission, authorisation, renewal or right of any kind held by any member of the Hunnu Group at the Announcement Date (**Mining Interests**), or any interest in any Mining Interest, is revoked, terminated or expires (excluding for the avoidance of doubt relinquishment of parts of tenements in the ordinary course of business) without there being a reasonable likelihood of such Mining Interest being promptly renewed or extended on terms which are no less favourable to the relevant member of the Hunnu Group.

(m) **No direct or indirect disposal of, or Encumbrance over, Mining Interests**

Between the Announcement Date and the end of the Offer Period (each inclusive), no member of the Hunnu Group enters into, announces an intention or proposal to enter into, discloses the existence of, or becomes subject to, any obligation or arrangement, whether conditional or otherwise, to:

(i) dispose of all or any of, or any interest in, any Mining Interest; or

(ii) grant, permit, or agree to grant or permit, any Encumbrance over all or any part of any interest in a Mining Interest.

(n) **No litigation**

Between the Announcement Date and the end of the Offer Period (each inclusive), no litigation against any member of the Hunnu Group which may reasonably result in a judgment or $5 million or more is commenced, threatened in writing to be commenced, announced, or is made known to Hunnu or Banpu (whether or not becoming public).

(o) **Index Fall**

During the period from the Announcement Date to the end of the Offer Period, the S&P/ASX 200 Index does not fall below 3,500 at any time on any ASX trading day.

(p) **Amendment of the Personal Property Securities Regulations 2010 (Cth)**

The Personal Property Securities Regulations 2010 (Cth) are amended to the effect that section 32(1)(a) of the Personal Property Securities Act 2009 (Cth) does not apply to the compulsory acquisition of securities under Part 6A.1 or 6A.2 of the Corporations Act, or as at the end of the Offer Period, the commencement date of the new PPSA regime under that Act is after the date on which compulsory acquisition of all securities in Hunnu is reasonably likely to be completed.

7.8 NATURE AND OPERATION OF CONDITIONS

(a) **Nature of Conditions**

(i) The Condition in section 7.7(b) is a condition precedent to the acquisition by Banpu of any interest in Hunnu Options under the Offer. Notwithstanding your acceptance of this Offer, unless and until this Condition has been fulfilled:

(A) no contract for the sale of your Hunnu Options and your Rights will come into force or be binding on you or Banpu;

(B) Banpu will have no rights (conditional or otherwise) in relation to your Hunnu Options or your Rights; and

(C) you will be entitled to withdraw your acceptance in respect of those Hunnu Options by sending a notice to that effect signed by you (or on your behalf, in which case documentation proving that the person or persons signing the notice are authorised to do so must accompany the notice) to any of the addresses specified on the Acceptance Form and Deed Poll so that it is received at the relevant address prior to the satisfaction or waiver of those conditions.

7 Terms and conditions of the Offer (continued)

(ii) Each of the Conditions in section 7.7 other than the Condition in section 7.7(b) is a condition subsequent that does not, until the end of the Offer Period (or in the case of the condition in section 7.7(c), until 3 Business Days after the end of the Offer Period), prevent a contract to sell your Hunnu Options resulting from acceptance of the Offer, but any breach or non-fulfilment of those Conditions will entitle Banpu, by notice in writing to you, to rescind a contract that results from your acceptance of the Offer as if that contract had not been formed.

(b) **Separate Conditions**

(i) Each Condition in section 7.7 constitutes, and is to be construed as, a separate, several and distinct Condition. No Condition will be taken to limit the meaning or effect of any other Condition.

(ii) Subject to the Corporations Act and to section 7.8(a), Banpu alone is entitled to the benefit of the Conditions and to rely on breach or non-fulfilment of, or to waive compliance with, any of those Conditions.

(c) **Waiver of Conditions**

Subject to the Corporations Act, Banpu alone may free this Offer and any contract resulting from your acceptance of this Offer from all or any of the Conditions in section 7.7 (other than the Condition in section 7.7 (b)) by giving written notice to Hunnu and ASX in accordance with section 650F of the Corporations Act. Any such notice may be given not less than seven days before the last date of the Offer Period (or, in the case of the condition in section 7.7(c), up to 3 Business Days after the end of the Offer Period).

(d) **Notice on status of Conditions**

The date for giving the notice as to the status of the Conditions required by section 630(1) of the Corporations Act is 28 October 2011 (subject to variation in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

(e) **Contract void if Conditions not fulfilled**

Your acceptance of this Offer, and any contract resulting from your acceptance of this Offer, will be automatically void if:

(i) at the end of the Offer Period (or in the case of the conditions in section 7.7(c), within 3 Business Days after the end of the Offer Period), any of the Conditions have not been fulfilled; and

(ii) Banpu has not declared this Offer and any contract resulting from your acceptance of it free from that Condition in accordance with section 7.8(c).

In that case Banpu will return, at your risk, your Acceptance Form and Deed Poll together with all documents forwarded by you with the Acceptance Form to your address shown in the Acceptance Form and Deed Poll.

7.9 VARIATION OF OFFER

Banpu may vary this Offer in accordance with the Corporations Act.

7.10 WITHDRAWAL OF OFFER

Banpu may withdraw this Offer with the written consent of ASIC and subject to the conditions (if any) specified in that consent.

Any withdrawal of the Offer by Banpu will be deemed to take effect from the date that ASIC gives its written consent to Banpu withdrawing the Offer or, if the withdrawal is subject to conditions imposed by ASIC, from the date all of those conditions are satisfied.

7.11 OTHER MATTERS

(a) **Costs and stamp duty**

Banpu will pay all costs and expenses of the preparation and circulation of the Offer and any Australian stamp duty payable on the transfer of any Hunnu Options that are Transferable Options to Banpu under the Offer, or the cancellation of any Hunnu Options that are Non-transferable Options under the Offer.

(b) **Notices and communications**

Subject to the Corporations Act, a notice or other communication given by Banpu to you in connection with this Offer will be deemed to be duly given if it is in writing and is delivered or sent by ordinary mail (or in the case of an address outside Australia, by airmail) to you at your address as recorded on the register of Hunnu Optionholders or the address shown on the Acceptance Form and Deed Poll.

(c) **Foreign laws**

This Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as a result of the Bidder's Statement being lodged with ASIC). It is your sole responsibility to satisfy yourself that you are permitted by any foreign law applicable to you to accept this Offer.

(d) **Governing law**

This Offer and any contract resulting from your acceptance of this Offer are governed by the laws in force in New South Wales.

8

Definitions and interpretation

8 Definitions and interpretation

8.1 DEFINITIONS

In this Bidder's Statement and in the Acceptance Form, unless the context requires otherwise:

AACI	means Asian American Coal Inc.
Acceptance Form and Deed Poll	means the acceptance form and deed poll enclosed with this Bidder's Statement or, as the context requires, any replacement or substitute acceptance form and deed poll provided by or on behalf of Banpu, which forms part of this Bidder's Statement.
Announcement Date	means Monday, 12 September 2011.
Approvals	means a licence, authority, consent, approval, order, exemption, waiver, ruling, decision or similar.
ASIC	means the Australian Securities and Investments Commission.
ASTC	means ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532).
ASX	means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market operated by it.
ASX Listing Rules	means the Listing Rules of ASX.
ASX Settlement	means ASX Settlement Pty Limited (ABN 49 008 504 532).
ASX Settlement Operating Rules	means the operating rules of the settlement facility provided by ASX.
Australian Coal	means Australian Coal Holdings Pty Limited (ACN 000 066 491).
Authority	means: (a) any government or governmental, semi-governmental or local authority and any department, office, minister, commission, board, delegate or agency of any such government or authority; (b) any judicial or administrative entity or authority; and (c) any other authority, commission, board, agency or other entity established or having power under statute or the listing rules of any recognised securities exchange.
Banpu	means Banpu Minerals (Singapore) Pte Ltd.
Banpu Australia	means Banpu Australia Co. Pty Ltd (ACN 136 468 007).
Banpu Group	means Banpu PCL and its Subsidiaries.
Banpu PCL	Banpu Public Company Ltd.
Bid Implementation Deed	means the bid implementation deed between Hunnu and Banpu dated 12 September 2011.
Bidder's Statement	means this document, being the statement of Banpu under Part 6.5 of the Corporations Act relating to the Offer.
BLCP	means BLCP Power Ltd.
Board of Directors	means the board of Hunnu Directors.
Business Day	means a day on which the banks are open for business in Perth, Australia, Thailand and Singapore, excluding a Saturday, Sunday or public holiday.

Centennial	means Centennial Coal Company Limited.
CGT	means Australian capital gains tax.
Coal Supply Agreement	means a coal supply agreement dated 18 May 1998 between BLCP and Australian Coal.
Competing Proposal	means any expression of interest, offer or proposal pursuant to which a person (other than Banpu or another entity in the Banpu Group), whether alone or together with one or more associates, would, if the proposal were implemented substantially in accordance with its terms: (a) directly or indirectly, acquire an interest in all or a substantial part of the assets of Hunnu or the Hunnu Group; (b) directly or indirectly, acquire or hold a legal, equitable or economic interest in, a Relevant Interest in, or become the holder of, more than 15% of the Hunnu Shares (including by way of issue of new Hunnu Shares); (c) acquire control of Hunnu, within the meaning of section 50AA of the Corporations Act; or (d) otherwise acquire or merge with Hunnu (including by way of a scheme of arrangement, reverse takeover bid, stapled security structure, dual listed companies structure or other economic merger).
Condition	means each condition set out in section 7.7.
Corporations Act	means the Corporations Act 2001 (Cth).
Encumbrance	means: (a) a mortgage, charge, pledge, lien, hypothecation or a title retention arrangement; (b) a notice under section 255 of the Income Tax Assessment Act 1936 (Cth), subdivision 260-A in schedule 1 to the Taxation Administration Act 1953 (Cth) or any similar legislation; (c) any other interest in or right or power over property (including a right to set off or withhold payment of a deposit or other money); (d) any other thing that prevents, restricts or delays the exercise of a right over property, the use of property, the continued ownership or interest in the property, or the registration of an interest in or dealing with property; or (e) an agreement to create anything referred to above or to allow any of them to exist.
Facilities	means the credit facilities described in section 4.4.
FATA	means the Foreign Acquisitions and Takeovers Act 1975 (Cth).
FIRB	means the Foreign Investment Review Board.
Funding Period	means the period during which funding will be made available by Banpu PCL to Banpu under the Internal Funding Agreement.
Gaohe	means Shanxi Gaohe Energy Company Ltd.
Government Agency	means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity whether foreign, federal, state, territorial or local in any part of the world in which a party is domiciled or holds any of its assets. It includes ASIC and ASX (and any other stock exchange), and the Bank of Thailand.

8 Definitions and interpretation (continued)

GST	means the goods and services tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition acts of the Commonwealth of Australia.
Hunnu	means Hunnu Coal Limited (ACN 138 962 124).
Hunnu Directors	means the directors of Hunnu, being (as at the date of this Bidder's Statement), George Lkhagvadorj Tumur, Matthew Wood, Timothy Flavel, Daniel Crennan.
Hunnu Group	means Hunnu and its Related Bodies Corporate.
Hunnu Information	means the information about Hunnu, the Hunnu Group and Hunnu's securities set out in this Bidder's Statement.
Hunnu Optionholder	means a holder of Hunnu Options.
Hunnu Options or Options	means options to subscribe for Hunnu Shares.
Hunnu Shareholder	means a person registered in the register of members of Hunnu as a holder of Hunnu Shares.
Hunnu Shares or Shares	means fully paid ordinary shares in the capital of Hunnu.
Internal Funding Agreement	means the funding agreement between Banpu PCL and Banpu described in section 4.3.
IRESS	means IRESS Market Technology Limited (ACN 060 313 359).
ITM	means PT Indo Tambangraya Megah Tbk.
J.P. Morgan	means J.P. Morgan Australia Limited (ABN 52 002 888 011).
Mining Interests	means any mining or exploration agreement, tenement, permit, license, lease, concession, grant, permission, authorisation, renewal or right of any kind held by any member of the Hunnu Group at the Announcement Date.
Non-transferable Options	means Hunnu Options that are not transferable under their terms.
Offer or Banpu's Offer	means, as the context requires, the offer for Hunnu Options contained in section 7, or the off-market takeover bid constituted by that offer and each other offer by Banpu for Hunnu Options in the form of that offer, including in each case as varied in accordance with the Corporations Act.
Offer Information Line	means the Banpu takeover bid for Hunnu Offer Information Line.
Offer Period	means the period during which the Offer will remain open for acceptance in accordance with section 7.2.
Offers	means the Offer and the Share Offer.
Option Offer Prices	means the offer prices set out in section 7.1, at which the Offer is to be made for each class of Hunnu Option, and Option Offer Price has a corresponding meaning.
PPS Act	means the Personal Property Securities Act 2009 (Cth) and Personal Property Securities Regulations 2010 (Cth).
Prescribed Occurrence	means the occurrence of any of the events set out in sections 7.7(c)(i) to 7.7(c)(xiii).
Register Date	means 7.00pm (Sydney time) on 29 September 2011, being the time and date set by Banpu under section 633(2) of the Corporations Act.

Registry	means Computershare Investor Services Pty Limited.
Related Bodies Corporate	has the meaning given in the Corporations Act.
Relevant Interest	has the meaning given in sections 608 and 609 of the Corporations Act.
Rights	means all accretions, rights, causes of action and benefits of whatever kind attaching to or arising from the Hunnu Options directly or indirectly on or after the Announcement Date (including without limitation all dividends or distributions and all rights to receive them, rights to receive or subscribe for shares, notes, bonds, options or other securities or entitlements declared, paid or issued by Hunnu or a Hunnu Group member, or any other rights exercisable by you, arising out of or in your capacity as a holder of Hunnu Options).
RTM Acquisition	means the acquisition of Rio Tinto Mongolia LLC by a Subsidiary of Hunnu.
Share Offer	means, as the context requires, the offer for Hunnu Shares made by Banpu concurrently with the Offer contained in section 7, or the off-market takeover bid constituted by that offer and each other offer by Banpu for Hunnu Shares in the form of that offer, including in each case as varied in accordance with the Corporations Act.
Share Offer Price	means $1.80 cash offered by Banpu for each Hunnu Share that Banpu does not currently hold under the Share Offer.
Subsidiary	has the meaning given in section 9 of the Corporations Act.
Superior Proposal	means a written bona fide Competing Proposal which the Hunnu Directors have determined, acting in good faith and after having first obtained written advice from Hunnu's external legal advisers and, if appropriate, Hunnu's external financial advisers, is: (a) reasonably capable of being valued, taking into account all aspects of the Competing Proposal and the person making it; (b) reasonably capable of being completed on a timely basis; and (c) is more favourable to Hunnu Shareholders and Hunnu Optionholders than the Offers, taking into account all the terms and conditions of the Competing Proposal.
Target's Statement	means the statement of Hunnu under Part 6.5 of the Corporations Act relating to the Offer.
Transferable Options	means Hunnu Options that are transferable under their terms.
Treasurer	means the Treasurer of the Commonwealth of Australia.
VWAP	means volume weighted average price.
your Hunnu Options	means, subject to sections 7.3(b) and 7.3(c): (a) the Hunnu Options in respect of which you are registered or entitled to be registered as a holder in the register of Hunnu Optionholders at the Register Date, and in respect of which no other person becomes registered or entitled to be registered as a holder before you accept the Offer; and (b) any other Hunnu Options to which you are able to give good title at the time you accept the Offer.

8 Definitions and interpretation (continued)

8.2 Interpretation

In this Bidder's Statement and in the Acceptance Form, unless context requires otherwise:

(a) Headings are for convenience only and do not affect interpretation.

(b) The singular includes the plural and conversely.

(c) A reference to a section or Annexure is to a section of, or annexure to, this Bidder's Statement.

(d) A gender includes all genders.

(e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(f) A reference to a person, corporation, trust, partnership, unincorporated body or association or other entity includes any of them.

(g) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

(h) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

(i) A reference to any instrument or document includes any variation or replacement of it.

(j) A term not specifically defined in this Bidder's Statement has the meaning given to it in the Corporations Act (being, if any special meaning is given for the purposes of Chapter 6 or 6A of the Corporations Act or a provision of those chapters, that special meaning).

(k) A reference to time is a reference to the time in Sydney, Australia (unless otherwise indicated).

(l) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(m) A reference to dollars, AUD, $ or A$ is a reference to the lawful currency of Australia.

(n) A reference to you is to a person to whom the Offer under section 7 is (or is deemed to be) made.

9

Approval of Bidder's Statement

9 Approval of Bidder's Statement

This Bidder's Statement has been approved by a resolution of the directors of Banpu PCL and Banpu.

Dated: 29 September 2011

Signed on behalf of Banpu

Ms Somruedee Chaimongkol

Director, Banpu Minerals (Singapore) Pte Ltd

Annexure A

Banpu's Announcement of the Offer

BANPU

BANPU ANNOUNCES UNANIMOUSLY RECOMMENDED ALL CASH OFFERS FOR HUNNU COAL LIMITED

12 September 2011

Highlights:

- **Highly compelling all cash off-market takeover offer of A$1.80 per share for Hunnu Coal Limited**
- **Share Offer represents a significant premium to Hunnu's recent trading prices**
- **The Board of Directors of Hunnu has unanimously recommended that Hunnu shareholders accept Banpu's Share Offer, in the absence of a superior proposal**
- **A takeover offer for all Hunnu options will also be made subject to obtaining regulatory modifications and consents**
- **The Board of Directors of Hunnu has unanimously recommended that Hunnu optionholders accept Banpu's Option Offer, in the absence of a superior proposal**
- **Banpu currently owns approximately 12%[1] of Hunnu shares**
- **Banpu's Offers value Hunnu's fully diluted equity at A$477 million[2]**

Banpu Public Company Limited ("Banpu PCL") is pleased to announce that its 100% owned subsidiary, Banpu Minerals (Singapore) Pte Ltd ("Banpu"), intends to make cash offers for:

- all of the shares in Hunnu Coal Limited ("Hunnu") that Banpu does not already own (the "Share Offer") of A$1.80 cash per share (the "Share Offer Price"); and
- subject to Banpu obtaining required regulatory modifications and consents, all the options to subscribe for Hunnu shares that are currently on issue (the "Option Offer");

(together, the "Offers").

The Offers will be made pursuant to simultaneous takeover bids under Chapter 6 of the Corporations Act 2001 (Cth).

Banpu is pleased to note that the Board of Directors of Hunnu has unanimously recommended that:

- Hunnu shareholders accept Banpu's Share Offer, in the absence of a superior proposal; and
- if Banpu makes the Option Offer, Hunnu optionholders accept Banpu's Option Offer, in the absence of a superior proposal.

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[1] Based on 246.1 million unrestricted and restricted ordinary Hunnu shares.
[2] Based on 246.1 million unrestricted and restricted ordinary Hunnu shares and 28.3 million Hunnu options outstanding.

บริษัท บ้านปู จำกัด (มหาชน)
ชั้น 26-28 อาคารธนภูมิ 1550 ถนนเพชรบุรีตัดใหม่
แขวงมักกะสัน เขตราชเทวี กรุงเทพฯ 10400
โทร. +66(0) 2694 6600 โทรสาร +66(0) 2207 0695-8
ทะเบียนเลขที่ บมจ. 152

Banpu Public Company Limited
26-28th Floor, Thanapoom Tower, 1550 New Petchburi Rd.,
Makkasan, Ratchathewi, Bangkok 10400, Thailand
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All Hunnu Directors intend to accept the Banpu's Share Offer in respect of any Hunnu shares held by them, or on their behalf, in the absence of a superior proposal. If Banpu makes the Option Offer, all Hunnu Directors also intend to accept Banpu's Option Offer in respect of any Hunnu options held by them, or on their behalf, in the absence of a superior proposal.

The Share Offer Price represents an attractive premium for Hunnu shareholders, namely:

- 30% to Hunnu's last closing price of A$1.385 per share on 8 September 2011, being the last day that Hunnu shares traded prior to this announcement
- 53% to Hunnu's 1-month volume weighted average price ("VWAP") of A$1.18 per share up to and including 8 September 2011
- 41% to Hunnu's 3-month VWAP of A$1.28 per share up to and including 8 September 2011

The Offers will be conditional upon certain requirements, including Banpu obtaining required regulatory approvals, Banpu having a relevant interest in at least 90% of Hunnu shares and options by the end of the Share Offer and Option Offer period, ASIC and ASX granting the modifications and waivers necessary to permit the Option Offer, and other conditions set out in full in the Annexure.

Banpu PCL CEO, Mr Chanin Vongkusolkit, said: "Following the formation of our strategic partnership with Hunnu in March 2011, Banpu is pleased to make these Offers for all the shares and options in Hunnu that we do not already own. We believe this transaction presents a unique and compelling opportunity for all stakeholders involved."

"Banpu's Share Offer for Hunnu is at a significant premium to recent trading levels of Hunnu and has regard to the strong prospects of Hunnu's coking and thermal coal deposits. Furthermore, we believe that the cash nature of the Offers will enable Hunnu shareholders and optionholders to realise a premium value for their shares and options in a volatile and uncertain market."

"Banpu is strongly supportive of the Hunnu management team and its current strategy, and is excited to potentially increase its exposure to the Mongolian coal sector," Mr Vongkusolkit said.

Funding

The consideration will be financed through a combination of cash reserves and available capacity under existing credit facilities.

Bid Implementation Deed ("BID")

Banpu and Hunnu have entered into a BID pursuant to which the parties have given certain undertakings to each other in order to facilitate the implementation of Banpu's Offers.

The BID contains certain terms usual for a transaction of this nature including customary deal protection mechanisms such as "no shop", "no talk" and "no due diligence" restrictions as well as a right for Banpu to match a competing proposal. A break fee may also be payable by Hunnu to Banpu in certain circumstances.

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Under the BID, Banpu will not be required to make the Option Offer unless it obtains the required regulatory modifications and consents from ASIC.

Transaction timing

Banpu's Bidder's Statements will be dispatched to Hunnu shareholders and optionholders (if applicable) in late September/early October 2011.

Advisors

Banpu is being advised by J.P. Morgan and Allen & Overy.

For further information, please contact:

Somruedee Chaimongkol
Chief Financial Officer
Banpu PCL
+66 2 694 6600

David Hine
Managing Director
J.P. Morgan Australia
+61 3 9633 4003

For media enquiries, please contact:

Stuart Carson
Vice President
FTI Consulting
+61 2 8298 6100

About Banpu PCL

Banpu PCL (SET: BANPU) is a Thai stock exchange listed company which owns operating coal mines and power generating assets across Asia and in Australia, with a long (25-year) track record of exceptional growth and operational performance.

Banpu PCL has successfully adopted a best practice management philosophy and culture built on international principles of corporate governance, transparency and social responsibility. It also has a deep commitment to the safety and well being of its employees, as well as environmental conservation.

Banpu PCL's strategy is to grow coal sector investments and operations in the pan-Asian region, in a sustainable fashion, through organic growth, acquisitions and joint venture partnerships.

For further information, please see Banpu PCL's website at http://www.banpu.com/en/index.php.

About Hunnu Coal

Hunnu Coal (ASX:HUN) has become one of the major explorers for coking and thermal coal deposits in the world class South Gobi and Middle Gobi Coal Provinces.

Hunnu Coal intends to continue its aggressive exploration and acquisition efforts and move from exploration to mine development and then into production.

For further information, please see Hunnu's website at http:// www.hunnucoal.com.

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Annexure: Key conditions of the Offers

1. Conditions

a) Minimum acceptance

At or before the end of the Offer Period, Banpu has a Relevant Interest in such number of:

(i) Hunnu Shares which represents at least 90% of the aggregate of all the Hunnu Shares on issue and becomes entitled to compulsorily acquire all outstanding Hunnu Shares under Part 6A.1 of the Corporations Act; and

(ii) Hunnu Options which represents at least 90% of the aggregate of all the Hunnu Options on issue and becomes entitled to compulsorily acquire all outstanding Hunnu Options under Part 6A.1 of the Corporations Act.

b) FIRB approval

Before the end of the Offer Period, the Treasurer of the Commonwealth of Australia (**Treasurer**) either:

(i) ceases to be empowered to make an order under the Foreign Acquisitions and Takeovers Act 1975 (Cth) in relation to the proposed acquisition by Banpu of up to all of the Hunnu Shares and Hunnu Options it does not already hold; or

(ii) gives written advice of a decision by or on behalf of the Treasurer stating (either unconditionally or on the basis of conditions which are reasonably acceptable to Banpu) that there is no objection to the proposed acquisition by Banpu of up to all of the Hunnu Shares and Hunnu Options it does not already hold.

c) No prescribed occurrences

During the period from the date of the Bidder's Statements to the day that is 3 Business Days after the end of the Offer Period (each inclusive), none of the following occurrences (being the prescribed occurrences listed in section 652C of the Corporations Act) happens:

(i) Hunnu converts all or any of its shares into a larger or smaller number of shares under section 254H of the Corporations Act;

(ii) Hunnu or a subsidiary of Hunnu resolves to reduce its share capital in any way;

(iii) Hunnu or a subsidiary of Hunnu enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;

(iv) Hunnu or a subsidiary of Hunnu issues shares (other than as a result of the exercise of Hunnu Options) or grants an option over its shares, or agrees to make such an issue or grant such an option;

(v) Hunnu or a subsidiary of Hunnu issues, or agrees to issue, convertible notes;

(vi) Hunnu or a subsidiary of Hunnu disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;

(vii) Hunnu or a subsidiary of Hunnu charges, or agrees to charge, the whole, or a substantial part, of its business or property;

(viii) Hunnu or a subsidiary of Hunnu resolves to be wound up;

(ix) a liquidator or provisional liquidator of Hunnu or of a subsidiary of Hunnu is appointed;

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(x) a court makes an order for the winding up of Hunnu or of a subsidiary of Hunnu;

(xi) an administrator of Hunnu or of a subsidiary of Hunnu is appointed under section 436A, 436B or 436C of the Corporations Act;

(xii) Hunnu or a subsidiary of Hunnu executes a deed of company arrangement; or

(xiii) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Hunnu or a subsidiary of Hunnu.

d) No prescribed occurrences between Announcement Date and service

None of the events listed in sub-sections (i) to (xiii) of paragraph (c) happens during the period beginning on the Announcement Date and ending at the end of the day before the Bidder's Statements are given to Hunnu.

e) No action by Government Agency adversely affecting the Takeover Bids

During the period from the date of the Bidder's Statements to the end of the Offer Period:

(i) there is not in effect any preliminary or final decision, order or decree issued by a Government Agency;

(ii) no action or investigation is instituted, or threatened by any Government Agency with respect to Hunnu or any subsidiary of Hunnu; or

(iii) no application is made to any Government Agency (other than an application by Banpu or any company within the Banpu Group, an application under section 657G of the Corporations Act, or an application commenced by a person specified in section 659B(1) of the Corporations Act in relation to either of the Takeover Bids),

in consequence of, or in connection with, the Takeover Bids, which restrains or prohibits or threatens to restrain or prohibit, or may otherwise materially adversely impact upon, the making of the Takeover Bids or the completion of any transaction contemplated by the Bidder's Statements (including implementing the intentions expressed therein) or seeks to require the divestiture by Banpu of any Hunnu Shares, or the divestiture of any assets by Hunnu or by any subsidiary of Hunnu or by any company within the Banpu Group.

f) Approvals by Government Agencies

During the Offer Period, Banpu receives all approvals which are required by law or by any Government Agency:

(i) to permit the Offers to be made to and accepted by Hunnu Shareholders and Hunnu Optionholders and to permit Banpu to acquire any or all of the Hunnu Shares it does not already hold; or

(ii) as a result of the Offers, or the successful acquisition of the Hunnu Shares and Hunnu Options (or cancellation of the Hunnu Options), and which are necessary for the continued operation of the business of Hunnu and its subsidiaries or of Banpu and its subsidiaries,

and those Approvals are on an unconditional basis and remain in force in all respects and there is no notice or indication of intention to revoke, suspend, restrict, modify or not renew those Approvals.

บริษัท บ้านปู จำกัด (มหาชน)
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แขวงมักกะสัน เขตราชเทวี กรุงเทพฯ 10400
โทร. +66(0) 2694 6600 โทรสาร +66(0) 2207 0695-8
ทะเบียนเลขที่ บมจ. 152

Banpu Public Company Limited
26-28th Floor, Thanapoom Tower, 1550 New Petchburi Rd.,
Makkasan, Ratchathewi, Bangkok 10400, Thailand
T. +66(0) 2694 6600 F. +66(0) 2207 0695-8
www.banpu.com

g) Conduct of business

Except for any proposed transaction publicly announced by Hunnu before the Announcement Date, none of the following events occur during the period from that date to the end of the Offer Period:

(i) Hunnu, or any subsidiary of Hunnu, acquires, offers to acquire or agrees to acquire one or more companies, businesses, trusts or assets (or an interest in one or more companies, businesses, trusts or assets) for an amount in aggregate greater than A$500,000 or makes an announcement about such an acquisition, other than the proposed acquisition of mining equipment disclosed to Banpu prior to the date of this Deed;

(ii) Hunnu, or any subsidiary of Hunnu, disposes, offers to dispose or agrees to dispose of, or creates, or offers to create an equity interest in one or more companies, trusts or assets (or an interest in one or more companies, trusts or assets) for an amount in aggregate greater than A$500,000 or makes an announcement about such a disposal;

(iii) Hunnu, or any subsidiary of Hunnu, enters into, offers to enter into or announces that it proposes to enter into any joint venture or partnership involving a commitment of (or foregoing of revenue of) greater than A$500,000 or dual listed company structure, or makes an announcement about such a commitment;

(iv) Hunnu, or any subsidiary of Hunnu, incurs or commits to, or

(v) grants to another person a right the exercise of which would

(vi) involve Hunnu or any subsidiary of Hunnu incurring or

(vii) committing to any capital expenditure or liability for one or

(viii) more related items of greater than A$1,000,000 or makes an

(ix) announcement about such a commitment; or

(x) Hunnu, or any subsidiary of Hunnu, declares, pays or distributes any dividend, bonus or other share of its profits or assets.

h) No material failings in filings

Banpu does not become aware, during the Offer Period, that any document filed by or on behalf of Hunnu with ASX or ASIC contains a statement which is incorrect or misleading in any material respect or from which there is a material omission.

i) Non-existence of certain rights

No person has any right (whether subject to conditions or not) as a result of Banpu acquiring Hunnu Shares to:

(i) acquire, or require Hunnu or a subsidiary of Hunnu to dispose of, or offer to dispose of, or alter the terms of its holding of, any material asset of Hunnu or a subsidiary of Hunnu;

(ii) terminate or vary any material agreement with Hunnu or a subsidiary of Hunnu; or

(iii) accelerate or adversely modify the performance of any obligations of Hunnu or any of its subsidiaries in a material respect under any material agreements, contracts or other legal arrangements.

j) No force majeure event

During the Offer Period:

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(i) no outbreak of hostilities (whether war is declared or not) or terrorism, mobilisation of armed forces, civil or political unrest or labour disturbance, fire or natural disaster, material increase in the intensity of any of the above events or other event beyond the control of Hunnu or the relevant subsidiary occurs which affects or is likely to affect the assets, liabilities, financial position, performance, profitability or prospects of Hunnu or any of its subsidiaries and;

(ii) there is no amendment made (or proposed to be made) to any law, regulation or similar applying to Hunnu or any of its subsidiaries that is reasonably likely to have an adverse affect on the assets, liabilities, financial position, performance, profitability or prospects of the Hunnu Group; and

(iii) there is no widespread disruption to global financial markets, or the financial markets of Australia or Thailand.

k) No material adverse change to Hunnu

Between the Announcement Date and the end of the Offer Period, no matter, event, change, condition, circumstance, information or thing (**Change(s)**) occurs, is announced, becomes likely to occur or becomes known to Banpu (in any such case, individually or when aggregated with all such Change(s) and whether or not becoming public) that discloses (or could reasonably be inferred from the disclosure that), would result in and/or would reasonably be likely to result in:

(i) the value of the consolidated net assets of the Hunnu Group being reduced by at least A$5 million against what they would reasonably have been expected to have been but for the Change(s) (as the case may be); or

(ii) a material adverse effect on the business, assets, liabilities, financial position or performance, profitability or prospects of the Hunnu Group taken as a whole, or the status or terms of any of the exploration or mining tenements owned by the Hunnu Group.

l) Renewal of Mining Interests

Between the Announcement Date and the end of the Offer Period (each inclusive), no mining or exploration agreement, tenement, permit, license, lease, concession, grant, permission, authorisation, renewal or right of any kind held by any member of the Hunnu Group at the Announcement Date (**Mining Interests**), or any interest in any Mining Interest, is revoked, terminated or expires (excluding for the avoidance of doubt relinquishment of parts of tenements in the ordinary course of business) without there being a reasonable likelihood of such Mining Interest being promptly renewed or extended on terms which are no less favourable to the relevant member of the Hunnu Group.

m) No direct or indirect disposal of, or Encumbrance over, Mining Interests

Between the Announcement Date and the end of the Offer Period (each inclusive), no member of the Hunnu Group enters into, announces an intention or proposal to enter into, discloses the existence of, or becomes subject to, any obligation or arrangement, whether conditional or otherwise, to:

(i) dispose of all or any of, or any interest in, any Mining Interest; or

(ii) grant, permit, or agree to grant or permit, any Encumbrance over all or any part of any interest in a Mining Interest.

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n) No litigation

Between the Announcement Date and the end of the Offer Period (each inclusive), no litigation against any member of the Hunnu Group which may reasonably result in a judgment or A$5 million or more is commenced, threatened in writing to be commenced, announced, or is made known to Hunnu or Banpu (whether or not becoming public).

o) Index fall

During the period from the Announcement Date to the end of the Offer Period, the S&P/ASX 200 Index does not fall below 3,500 at any time on any ASX trading day.

p) Amendment of the Personal Property Securities Regulations 2010 (Cth)

The Personal Property Securities Regulations 2010 (Cth) are amended to the effect that section 32(1)(a) of the Personal Property Securities Act 2009 (Cth) does not apply to the compulsory acquisition of securities under Part 6A.1 or 6A.2 of the Corporations Act, or as at the end of the Offer Period, the commencement date of the new PPSA regime under that Act is after the date on which compulsory acquisition of all securities in Hunnu is reasonably likely to be completed.

q) ASIC option relief

ASIC granting, on the basis of conditions which are reasonably acceptable to Banpu, modifications to:

(i) section 605(2) of the Corporations Act, to allow Banpu to treat the different classes of Hunnu Options as one class for the purpose of the Option Offer;

(ii) section 619(2) of the Corporations Act, to allow Banpu to offer different consideration for each class of Hunnu Option under the Option Offer; and

(iii) section 618(1) and Chapter 6A of the Corporations Act, to allow Banpu to cancel non-transferable Hunnu Options under the Option Offer and as part of the compulsory acquisition process.

r) Restricted Hunnu Shares and Hunnu Options

ASX and Hunnu grant waivers of all escrow and other restrictions on the transfer of all Hunnu Options and restricted Hunnu Shares.

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2. Definitions

Announcement Date means the date of this announcement.

Approval means a licence, authority, consent, approval, order, exemption, waiver, ruling, decision or similar.

ASIC means the Australian Securities & Investments Commission.

ASX means the Australian Securities Exchange.

Banpu means Banpu Minerals (Singapore) Pte Ltd.

Banpu Group means Banpu and its Related Bodies Corporate.

Bidder's Statements means the Share Bidder's Statement and, if applicable, the Option Bidders Statement.

Business Day means a day on which the banks are open for business in Perth, Australia, Thailand and Singapore, excluding a Saturday, Sunday or public holiday.

Corporations Act means the Corporations Act 2001 (Cth).

Encumbrance means:

(a) a mortgage, charge, pledge, lien, hypothecation or a title retention arrangement;

(b) a notice under section 255 of the Income Tax Assessment Act 1936 (Cth), subdivision 260-A in schedule 1 to the Taxation Administration Act 1953 (Cth) or any similar legislation;

(c) any other interest in or right or power over property (including a right to set off or withhold payment of a deposit or other money);

(d) any other thing that prevents, restricts or delays the exercise of a right over property, the use of property, the continued ownership or interest in the property, or the registration of an interest in or dealing with property; or

(e) an agreement to create anything referred to above or to allow any of them to exist.

Government Agency means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity whether foreign, federal, state, territorial or local in any part of the world in which a party is domiciled or holds any of its assets. It includes ASIC and ASX (and any other stock exchange), and the Bank of Thailand.

Hunnu means Hunnu Coal Limited.

Hunnu Group means Hunnu and its Related Bodies Corporate.

Hunnu Option means an option to subscribe for a Hunnu Share.

Hunnu Optionholder means a person who holds Hunnu Options.

Hunnu Share means a fully paid ordinary share issued in the capital of Hunnu.

Hunnu Shareholder means a person who is recorded in Hunnu's register of members as the holder of one or more Hunnu Shares.

Offer Period means the period with respect to either the Share Offer of the Option Offer during which the relevant Offer is open for acceptance.

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Option Bidder's Statement means the bidder's statement for the Hunnu Options to be prepared by Banpu under sections 636 and 637 of the Corporations Act, and which includes the Option Offer.

Option Offer means the offer by Bidder or a wholly owned subsidiary to acquire or enter into cancellation deed polls in respect of each Hunnu Option in connection with the Takeover Bids.

Related Body Corporate has the meaning given in the Corporations Act.

Relevant Interest has the meaning given in the Corporations Act.

Share Offer means each offer to acquire Hunnu Shares to be made by Banpu in connection with the Takeover Bids.

Share Bidder's Statement means the bidder's statement for the Hunnu Shares to be prepared by Banpu under sections 636 and 637 of the Corporations Act, and which includes the Share Offer.

Takeover Bids means off-market takeover bids by Banpu to acquire the Hunnu Shares and, if applicable, to acquire or cancel the Hunnu Options.

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Annexure B

ASIC relief instrument

11-0931

Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 655A(1)(b) and 669(1)(b) –
Exemption and Declaration

1. Under paragraph 655A(1)(b) of the *Corporations Act 2001* (***Act***), the Australian Securities and Investments Commission (***ASIC***) declares that Chapter 6A of the Act applies to the person specified in Schedule A in the case specified in Schedule B as if:

   (a) subsection 605(2) of the Act were modified or varied by:

      (i) deleting "or" at the end of paragraph (a);

      (ii) deleting "." at the end of paragraph (b) and replacing it with "; or"; and

      (iii) inserting the following new paragraph after paragraph (b):

         "(c) they are options which have different exercise prices and exercise dates.";

   (b) subsection 618(1) were modified or varied by inserting the words "or compensate the holders of such securities for the cancellation, surrender or forfeiture of" after the word "buy" where it first appears in that subsection;

   (c) subsection 619(2) was modified or varied by:

      (i) deleting "." at the end of paragraph (e) and substituting "; and"; and

      (ii) inserting the following paragraph after paragraph (e):

         "(f) any differences in the offers attributable to the fact that the offers relate to some options that are transferable and some options that are not transferable or options which have different exercise prices or different exercise dates.".

2. Under paragraph 669(1)(b) of the Act, ASIC declares that Chapter 6A of the Act applies in relation to the person specified in Schedule A in the case specified in Schedule B as if:

   (a) Division 1 of Part 6A.1 of the Act were modified or varied by adding a new section 661G which reads:

      "In this Division, a reference to acquiring securities, when used in relation to non-transferable securities, includes securing binding commitments from holders to the surrender or forfeiture of the rights attached to those securities and the cancellation of those securities";

(b) Subsection 666B(1)(a) of the Act were modified or varied by adding the words ", in the case of securities that are capable of being transferred," before the word "the" where first appearing; and

(c) Part 6A.3 of the Act were modified or varied by adding a new section 666C which reads:

"(1) Under this section, in the case of securities that are not capable of being transferred, the person acquiring the securities must:

(a) give the company that issued the securities a copy of the compulsory acquisition notice under section 661B or 664C together with a deed poll providing for the surrender or forfeiture of the rights attached to those securities and the cancellation of those securities by someone appointed by the person acquiring the securities; and

(b) pay, issue or transfer the consideration for the surrender or forfeiture of the rights attached to those securities and the cancellation of those securities to the company that issued the securities.

The person appointed under paragraph (a) has authority to sign the deed poll on behalf of the holder of the securities.

(2) If the person acquiring the securities complies with subsection (1), the company that issued the securities must:

(a) cancel the securities; and

(b) hold the consideration received under subsection (1) in trust for the person who held the securities immediately before the surrender or forfeiture of the rights attached to those securities and the cancellation of those securities; and

(c) give written notice to the person referred to in paragraph (b) as soon as practicable that the consideration has been received and is being held by the company pending their instructions as to how it is to be dealt with.

(3) If the consideration held under subsection (2) consists of, or includes, money, that money must be paid into a bank account opened and maintained for that purpose only."

Schedule A

Banpu Minerals (Singapore) Pte Ltd. (***Bidder***)

Schedule B

1. Where the Bidder makes an off-market bid to acquire six tranches of approximately 28,300,000 options (***Option Offer***), being options over unissued ordinary shares in Hunnu Coal Limited ACN 138 962 124 (***Target***), in respect of which a bidder's statement will be lodged with ASIC on or around 29 September 2011.

2. The consideration offered by the Bidder for different classes of options over unissued shares in the Target under the Option Offer is equitable having regard to the different exercise prices and expiry dates of the different options.

Dated this 23rd day of September 2011

Signed by Peter Knight
as a delegate of the Australian Securities and Investments Commission

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Corporate directory

BANPU

1 Marina Boulevard
#28-00
Singapore 018989

BANPU PCL

26th–28th Floor
Thanapoom Tower
1550 New Petchburi Road
Makkasan, Ratchathewi
Bangkok 10400
Thailand

FINANCIAL ADVISER

J.P. Morgan Australia Limited
Level 31
101 Collins Street
Melbourne VIC 3000
Australia

LEGAL ADVISER

Allen & Overy
Level 7, Gold Fields House
1 Alfred Street
Sydney NSW 2000
Australia

REGISTRY FOR THE OFFER

Computershare Investor Services Pty Limited
GPO Box 52
Melbourne VIC 3001
Australia

OFFER INFORMATION LINE

1300 664 413 (toll free, within Australia)
+61 2 8022 7902 (not toll free, within Australia)

The Offer Information Line is open between
9.00am and 7.00pm (Sydney time) Monday to Friday.

BANPU

www.banpu.com

BANPU

Banpu Minerals (Singapore) Pte Ltd

Computershare

Please return completed form to:
Computershare Investor Services Pty Limited
GPO Box 52 Melbourne
Victoria 3001 Australia
Enquiries (within Australia) 1300 664 413
(outside Australia) +61 2 8022 7902

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SAM
MR JOHN SMITH 1
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Securityholder Reference Number (SRN)

I 1234567890 I N D

For your security keep your SRN/HIN confidential.

Use a black pen.
Print in CAPITAL letters inside the grey areas.

1 2 3 1 2 3

Acceptance Form and Deed Poll - Options Holding

This Acceptance Form relates to an offer ("Offer") by Banpu Minerals (Singapore) Pte Ltd ("Banpu") to acquire or cancel all of your options in Hunnu Coal Limited ("Hunnu") ABN 83 138 962 124 ("Hunnu Options") pursuant to a Bidder's Statement dated 29 September 2011 and any replacement or supplements. Terms defined in the Bidder's Statement but not in this form have the same meaning as in the Bidder's Statement unless the context requires otherwise.

This is a personalised form for the sole use of the holder and option holding recorded below. It is an important document and requires your immediate attention. If you are in doubt about how to deal with it, please consult your financial or other professional adviser.

Use this Form to accept the Offer for your Hunnu Options.

Option holder details

Subregister	Issuer
Your holding in Option Class [1]	123456789012

B Consideration

The consideration applicable is $[x] per Hunnu Option as set out in the terms of the Offer.

C To be completed by Option holder

You will be deemed to have accepted the Offer in respect of all your Hunnu Options if you sign and return this form.

D Contact details

Please provide your contact details in case we need to speak to you about this form.

Name of contact person

Contact person's daytime telephone number

( )

E Sign here - this section must be signed before we can process this form.

I/We:

1. irrevocably accept the Offer and each variation of the Offer (if any) in respect of all of my/our Hunnu Options in accordance with the terms and conditions of the Offer;
2. agree to the cancellation of my/our Hunnu Options that are Non-transferable Options for the consideration specified in the Offer;
3. agree to transfer to Banpu all of my/our Hunnu Options that are Transferable Options for the consideration specified in the Offer;
4. covenant to give up and forever waive any and all title to, and Rights to which I/we are entitled under, my/our Hunnu Options that are Non-transferable Options; and
5. covenant to otherwise be bound by the terms and conditions of the Offer (including the instructions as to the acceptance of the Offer on this form).

The covenants in this Deed Poll are given in favour of Banpu Minerals (Singapore) Pte Ltd and Hunnu Coal Limited.

EXECUTED AS A DEED POLL.

Individual or Option holder 1	**Individual or Option holder 2**	**Individual or Option holder 3**
Sole Director and Sole Company Secretary	**Director**	**Director/Company Secretary**

Banpu reserves the right to make amendments to this form as set out in the Offer terms. Please refer to the lodgement instructions overleaf.

See back of form for completion guidelines

How to complete this form

Acceptance of the Offer

A Registration Details

The Hunnu Options are currently registered in the name(s) printed on this form. Your consideration will be issued in the name(s) which appear(s) on Banpu's copy of the register. If you have already sold all your Hunnu Options shown overleaf, you need not take any further action.

B Consideration

The cash consideration payable is the Option Offer Prices set out in the terms of the Offer.

C How to accept the Offer

Please complete and sign this Acceptance Form, and return this form with all certificates in respect of your Hunnu Options (if any) to the address below so that they are received by no later than the closing date of the Offer.

If you sign and return this Acceptance Form, you represent and warrant to Banpu (and authorise Banpu to represent and warrant on your behalf) that you have full legal and beneficial ownership of the Hunnu Options to which this Acceptance Form relates and that Banpu will acquire them (to the extent the Hunnu Options are Transferable Options) free from all mortgages, charges, liens, Encumbrances (whether legal or equitable), restrictions on transfer of any kind and free from any third party rights.

Neither Banpu or Computershare Investor Services Pty Limited ('CIS') will be responsible for any delays incurred by this process.

D Contact details

Enter the name of a contact person you authorise us to speak to and telephone number. These details will only be used in the event that the registry has a query regarding this form.

E Signature(s)

You must sign the form as follows in the space provided:

Joint holding:	where the holding is in more than one name all of the option holders must sign.
Power of Attorney:	to sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it.
Deceased Estate:	all executors must sign and, a certified copy of Probate or Letters of Administration must accompany this form.
Companies:	where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held.

Lodgement of Acceptance Form

This Acceptance Form must be received by CIS by no later than 7:00pm (Sydney time) on the closing date of the Offer. You should allow sufficient time for this to occur. Return this Acceptance Form to:

Mail: Computershare Investor Services Pty Limited
GPO Box 52
MELBOURNE VIC 8060

Neither CIS nor Banpu accepts any responsibility if you lodge the Acceptance Form at any other address or by any other means.

Privacy Statement

Personal information is collected on this form by CIS, as registrar for Banpu for the purpose of maintaining registers of Option holders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act, you may be sent material (including marketing material) approved by Banpu in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or e-mail privacy@computershare.com.au

If you have any enquiries concerning the Offer please contact the Offer Information Line on 1300 664 413 (for callers within Australia) or +61 2 8022 7902 (for callers outside Australia).

Please note this form may not be used to change your address.

1 T I O

A S X A A A S X A A A

Please return the completed form in the envelope provided or to the address opposite:

Computershare Investor Services Pty Limited
GPO Box 52
Melbourne Victoria 3001
Australia

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