

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF THAT JURISDICTION. THIS ANNOUNCEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO SUBSCRIBE FOR OR BUY SECURITIES IN ANY JURISDICTION, INCLUDING IN THE UNITED STATES.

Global Logistic Properties Limited

(Incorporated in the Republic of Singapore)

(Company Registration No.: 200715832Z)

Nesta Investment Holdings Limited

(Incorporated in the Cayman Islands)

(Company Registration No.: 317222)

JOINT ANNOUNCEMENT

**PROPOSED ACQUISITION BY NESTA INVESTMENT HOLDINGS LIMITED OF ALL THE ISSUED
ORDINARY SHARES IN THE CAPITAL OF GLOBAL LOGISTIC PROPERTIES LIMITED
BY WAY OF A SCHEME OF ARRANGEMENT**

1. INTRODUCTION

- 1.1 Conclusion of Strategic Review.** Following a request received from its largest shareholder, GIC Real Estate Private Limited, Global Logistic Properties Limited (the “**Company**” or “**GLP**”) undertook an independent strategic review of options available for its business in line with its commitment to enhance shareholder value (the “**Strategic Review**”). The Company constituted a special committee consisting of four independent directors (the “**Special Committee**”) to oversee the Strategic Review and appointed J.P. Morgan (S.E.A.) Limited (“**J.P. Morgan**”) as the financial adviser to the Company to assist with the Strategic Review. Following the receipt of firm proposals from shortlisted bidders on 30 June 2017 and after conducting an in-depth and independent review and evaluation of the proposals received, the Company has selected Nesta Investment Holdings Limited (the “**Offeror**”) as its preferred bidder following the recommendation of the Special Committee, in consultation with J.P. Morgan and its legal adviser, Allen & Gledhill LLP.

The Special Committee was of the view that the terms of the proposal submitted by the Offeror were superior as they (i) offered price certainty at significant premiums to historical prices; (ii) provided a greater degree of deal certainty due to the limited conditionality of the bid; and (iii) would likely be completed within a defined timeframe which would reduce execution risk.

- 1.2 The Scheme.** Following from the selection of the Offeror as the preferred bidder, the respective boards of directors of the Company and the Offeror are pleased to announce the proposed acquisition (the “**Acquisition**”) of all the issued and paid-up ordinary shares in the capital of the Company (the “**Shares**”) (excluding treasury Shares) by the Offeror. The Acquisition will be effected by the Company by way of a scheme of arrangement (the “**Scheme**”) in accordance with Section 210 of the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”) and the Singapore Code on Take-overs and Mergers (the “**Code**”).

1.3 Implementation Agreement. In connection with the Acquisition, the Offeror and the Company (each, a “**Party**” and collectively, the “**Parties**”) have on 14 July 2017 entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Offeror and the Company will implement the Scheme.

1.4 Scheme Consideration and Premium.

Scheme Consideration = S\$3.38 for each Share

The Scheme presents the Shareholders (as defined below) with an opportunity to realise their investment in the Shares at a significant premium of approximately **81** per cent. over the Company’s 12-month volume weighted average price (“**VWAP**”) of **S\$1.87** up to and including 30 November 2016¹, without incurring brokerage and other trading costs (see **paragraphs 9** and **10** for details).

For the avoidance of doubt, the Scheme Consideration (as defined below) will not be reduced or otherwise adjusted for the proposed cash dividend of S\$0.06 per Share announced by the Company on 19 May 2017 (the “FY2017 Dividend”).

2. INFORMATION ON THE PARTIES

2.1 GLP. The Company is listed on the Mainboard of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). The Company and its subsidiaries (the “**GLP Group**”) own, manage and develop logistics facilities. The GLP Group owns and manages a portfolio of 55 million square metres of modern logistics facilities in China, Japan, the United States of America and Brazil, and the Company is also one of the world’s largest real estate fund managers, with assets under management of approximately US\$39 billion.

The board of directors of the Company (the “**Board**”) comprises the following:

Dr. Seek Ngee Huat	(Chairman of the Board and Non-Executive and Independent Director)
Mr. Ming Z. Mei (“ MZM ”)	(Chief Executive Officer, Chairman of the Executive Committee and Executive Director)
Mr. Steven Lim Kok Hoong	(Non-Executive and Independent Director)
Dr. Dipak Chand Jain	(Non-Executive and Independent Director)
Mr. Paul Cheng Ming Fun	(Non-Executive and Independent Director)
Mr. Fang Fenglei (“ FFL ”)	(Non-Executive and Non-Independent Director)
Mr. Yoichiro Furuse	(Non-Executive and Independent Director)
Mr. Luciano Lewandowski	(Non-Executive and Independent Director)
Mr. Lim Swe Guan	(Non-Executive and Independent Director)
Mr. Tham Kui Seng	(Non-Executive and Independent Director)

For the purposes of this Joint Announcement, the “**Relevant Directors**” are MZM and FFL.

¹ Being the last full trading day of the Shares prior to the Holding Announcement Date.

As at the date of this Joint Announcement (the “**Joint Announcement Date**”), the Company has an issued and paid-up share capital of S\$8,619,175,080.86, comprising 4,697,316,190 Shares (excluding 147,049,032 treasury Shares).

2.2 The Offeror

2.2.1 For the purpose of the Acquisition, the Offeror, a special purpose vehicle, has been incorporated under the laws of the Cayman Islands as a wholly-owned subsidiary of Nesta Investment Holdings MidCo Limited (“**MidCo**”). MidCo is a wholly-owned subsidiary of Nesta Investment Holdings TopCo Limited (“**TopCo**”), which is in turn wholly-owned by Nesta Investment Holdings, L.P. (“**NIHLP**”), an exempted limited partnership organised under the laws of the Cayman Islands. NIHLP is owned by a consortium (the “**Consortium**”) comprising:

- (i) HOPU Logistics Investment Management Co., Ltd. (“**HLIM**”) and its affiliates and entities managed or advised by them (collectively, “**HOPU**”);
- (ii) Hillhouse Capital Logistics Management, Ltd. (“**HCM**”) and its affiliates and entities managed or advised by them (collectively, “**Hillhouse Capital**”);
- (iii) SMG Eastern Limited (“**SMGEL**”) and its affiliates and entities managed or advised by them (“**SMG**”, and collectively with HOPU and Hillhouse Capital, the “**Sponsors**” and each, a “**Sponsor**”);
- (iv) Bank of China Group Investment Limited (“**BOCGIL**”) and its affiliates (collectively, “**BOCGI**”); and
- (v) Vanke Real Estate (Hong Kong) Company Limited (“**VREHK**”) and its affiliates (collectively, “**Vanke**”, and together with BOCGI, the “**Co-Investors**” and each, a “**Co-Investor**”).

2.2.2 In return for the capital contributions to be made by each Consortium member directly in NIHLP in respect of which such Consortium member will receive limited partnership interests in NIHLP (the “**NIHLP Interests**”), such Consortium member will also hold a corresponding ownership interest in the Class A ordinary shares (the “**Class A Shares**”) of Nesta Investment Holdings GenPar Limited (“**NIHGP**”), an exempted company with limited liability incorporated under the laws of the Cayman Islands and the general partner of NIHLP.

It is anticipated that each Consortium member will take a direct stake in the NIHLP Interests and a corresponding direct stake in Class A Shares in the following proportion as at the close of the Acquisition:

Consortium members	Proportion (%)
HOPU	21.3

Consortium members	Proportion (%)
Hillhouse Capital	21.2
SMG	21.2
BOCGI	15.0
Vanke	21.4
Total	100 ⁽¹⁾

Note:

(1) Figure rounded to the nearest whole number.

2.2.3 The current members of the board of directors of the Offeror are MZM, Chen Yi and Colm O'Connell.

2.3 The Consortium

2.3.1 HOPU. Established by FFL in 2008, HOPU is a leading China-based private equity investment firm with offices in Beijing, Hong Kong, and Singapore. The firm has strong relationships with sovereign wealth funds, pension funds and institutional investors in Asia Pacific, Americas, Europe, and the Middle East. HOPU invests across a broad range of industries, including consumer, natural resources, logistics, technology, agribusiness, lifesciences and financial services. To date, HOPU has managed approximately US\$7.5 billion through multiple funds, and has generated transactions amounting to US\$24 billion in deal size. HOPU entities, Khangai Company Limited ("**Khangai**") and HOPU Fund Management Company Limited ("**HFMC**"), own or control an aggregate of 74,421,492 Shares, representing 1.58 per cent. of the total number of issued Shares².

2.3.2 Hillhouse Capital. Founded in 2005, Hillhouse Capital is a global firm of investment professionals and operating executives who are focused on building and investing in high quality business franchises that achieve sustainable growth. Independent proprietary research and industry expertise, in conjunction with world-class operating and management capabilities, are key to Hillhouse Capital's investment approach. Hillhouse Capital partners with exceptional entrepreneurs and management teams to create value, often with a focus on enacting technological transformation and innovation. Hillhouse Capital invests in the consumer, TMT, healthcare, advanced manufacturing, financials and business services sectors in companies across all equity stages. Hillhouse Capital and its group members manage US\$30 billion in assets on behalf of institutional clients such as university endowments, foundations, sovereign wealth funds, and family offices. Hillhouse Capital entities, Gaoling Fund, L.P. ("**Gaoling**") and YHG Investment, L.P. ("**YHG**"), own or control an aggregate of

² In this Joint Announcement, unless otherwise stated, all references to the total number of issued Shares shall be to 4,697,316,190 Shares (excluding 147,049,032 treasury Shares) as at the Joint Announcement Date.

396,496,600 Shares, representing 8.44 per cent. of the total number of issued Shares.

- 2.3.3 SMG.** SMG is an entity wholly owned by MZM, the Chief Executive Officer and Executive Director of the Company. As at the Joint Announcement Date, MZM has interests in Shares as disclosed in **paragraph 17.1** of this Joint Announcement and outstanding Awards (as defined below) as disclosed in **Schedule 6** to this Joint Announcement.
- 2.3.4 BOCGI.** Incorporated in Hong Kong in 1984, BOCGI is the financial service investment arm of Bank of China Limited, specialising in corporate equity investments. BOCGI invests in Hong Kong, China, and overseas, and focuses mainly on Bank of China Limited's key customers, target clients, and strategic partners. BOCGI puts emphasis on enterprises that are leaders in their respective industries, along with those that demonstrate a prominent competitive edge, strong track record, and sound corporate governance. BOCGI seeks to invest in the energy, logistics, transportation, real estate and hotel, industry and manufacturing, financial services, and communication sectors.
- 2.3.5 Vanke.** Established in 1984, Vanke is a leading real estate company headquartered in Shenzhen. It develops residential properties, as well as other retail and industrial properties for urban auxiliary purposes. In 2016, Vanke realised a sales amount of RMB364.77 billion. Vanke offers property services in China in 65 large and medium-sized cities with a total of over 1,800 service projects, more than 356 million square metres of contractual area, and 10.75 million users served. Vanke is dual-listed on the Shenzhen and Hong Kong Stock Exchanges. It conducts investment, financing, and property development activities outside of China through an offshore management platform, VREHK.

3. THE SCHEME

3.1 The Acquisition. Under the Scheme:

- 3.1.1** all the Shares held by the shareholders of the Company (the "**Shareholders**") as at a books closure date to be announced by the Company on which the Transfer Books and the Register of Members of the Company will be closed in order to determine the entitlements of the Shareholders in respect of the Scheme (the "**Books Closure Date**") will be transferred to the Offeror:
- (i) fully paid-up;
 - (ii) free from any charge, mortgage, security, pledge, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or security interest of any kind; and
 - (iii) together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) declared, paid or made by the Company to the Shareholders on or after the

Joint Announcement Date (except for the FY2017 Dividend). If any dividend, right or other distribution (other than the FY2017 Dividend) is declared, paid or made by the Company to the Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration by the amount of such dividend, right or distribution; and

- 3.1.2 in consideration for such transfer, each of the Shareholders (other than the Relevant Shareholders (as defined in **paragraph 8.3** of this Joint Announcement below)) will be entitled to receive **S\$3.38 in cash** for each Share (the “**Scheme Consideration**”) held by such Shareholder as at the Books Closure Date.

The aggregate cash amount that is payable to any Shareholder as at the Books Closure Date in respect of the Shares held by such Shareholder will be rounded down to the nearest whole cent. The Scheme will also be extended to all Shares unconditionally issued or delivered pursuant to the valid vesting of any outstanding share awards (“**Awards**”) granted pursuant to the GLP Performance Share Plan (“**PSP**”) and the GLP Restricted Share Plan (“**RSP**”) of the Company on or prior to the Books Closure Date.

- 3.2 **Scheme Document.** Further information on the Scheme and the terms and conditions upon which the Scheme will be implemented by the Company and the Offeror will be set out in the document to be issued by the Company to the Shareholders containing, *inter alia*, details of the Scheme (the “**Scheme Document**”).
- 3.3 **Delisting.** Upon the Scheme becoming effective and binding, the Company will become a wholly-owned subsidiary of the Offeror, and will, subject to the approval of the SGX-ST, be delisted from the Mainboard of the SGX-ST.
- 3.4 **Switch Option.** Subject to prior consultation with the Securities Industry Council of Singapore (the “**SIC**”), the Company agrees and acknowledges that in the event of an Alternative Transaction (as defined below), the Offeror shall have the right at its discretion to elect to proceed by way of a voluntary conditional cash offer made for or on behalf of the Offeror to acquire all of the Shares (excluding treasury Shares) on the terms and subject to the conditions which will be set out in the offer document (the “**Offer Document**”) issued for or on behalf of the Offeror (the “**Offer**”) (in lieu of proceeding by way of the Scheme) (the “**Switch Option**”). In such event, the Offeror will make the Offer on the same or better terms as those which apply to the Scheme, including at a consideration per Share which is equal to or greater than the Scheme Consideration, and conditional upon a level of acceptances as approved by the SIC. If the Offeror exercises the Switch Option, the Parties agree that (notwithstanding any provision to the contrary in the Implementation Agreement) the Implementation Agreement shall terminate with effect from the date of announcement of the Offer (other than certain surviving provisions such as those relating to remedies, confidentiality, costs and expenses and governing law (the “**Surviving Provisions**”³) and the Parties’ respective obligations under **Clauses 4.4.1, 4.4.2 and 5.3** of the Implementation Agreement), and neither the Company nor the Offeror shall have any claim against the other under the Implementation Agreement.

³

“**Surviving Provisions**” means **Clauses 1, 6.3, 7.3, 7.4, 8, 9 and 10 (except for Clause 10.1)** of the Implementation Agreement.

In this Joint Announcement, “**Alternative Transaction**” means any offer, proposal or expression of interest by any person other than the Offeror or any of HLIM, HCM, SMGEL, BOCGIL and VREHK (collectively, the “**Consortium Partners**”) pursuant to which such person or any other person may, whether directly or indirectly, and whether by share purchase, issuance or exchange, scheme of arrangement, merger, consolidation or amalgamation, capital reconstruction, purchase of assets, tender offer, general offer, partial offer, joint venture, dual listed company structure or otherwise:

- (i) acquire or become the holder or owner of, or otherwise have an economic interest in:
 - (a) all or substantially all of the businesses, assets, revenues and/or undertakings of the Group⁴ or any of the Intermediate Entities (as defined in the Implementation Agreement); or (b) all or any portion of the share capital of the Company or any of the Intermediate Entities;
- (ii) acquire control of the Group or merge with the Company or any of the Intermediate Entities;
- (iii) benefit under any other arrangement having an effect similar to any of the above; or
- (iv) effect a transaction which could preclude, restrict or delay the consummation of the Acquisition and/or the Scheme.

4. SCHEME CONDITIONS

4.1 Scheme Conditions. The Acquisition is conditional upon the satisfaction (or, where applicable, the waiver) of certain conditions precedent to the implementation of the Scheme (the “**Scheme Conditions**”) which are set out in **Schedule 1** to this Joint Announcement. If each of the Scheme Conditions is satisfied (or, where applicable, waived) in accordance with the Implementation Agreement, the Scheme will come into effect on the date on which a copy of the order of the Court pursuant to Section 210 of the Companies Act sanctioning the Scheme (the “**Court Order**”) has been lodged with the Accounting and Corporate Regulatory Authority of Singapore (“**ACRA**”) pursuant to Section 210(5) of the Companies Act, which date shall, in any event, be no later than the date falling nine months from the date of the Implementation Agreement or such other date as may be agreed in writing between the Offeror and the Company (the “**Long Stop Date**”).

⁴

“**Group**” or “**Group Entities**” means, collectively, the Principal Group Companies, the Principal Group Funds Entities and the other subsidiaries of the Company, and “**Group Entity**” means any one of them;

“**Principal Group Companies**” means the Company together with the Significant Subsidiaries, and “**Principal Group Company**” means any one of them;

“**Principal Group Entities**” means, collectively, the Principal Group Companies and the Principal Group Funds Entities, and “**Principal Group Entity**” means any one of them;

“**Principal Group Funds Entities**” means the entities as listed in **Schedule 2** of the Implementation Agreement, and “**Principal Group Funds Entity**” means any one of them; and

“**Significant Subsidiaries**” means the subsidiaries of the Company as set out in **Schedule 2** of the Implementation Agreement.

4.2 Benefit of Scheme Conditions

- 4.2.1 The Company's Benefit.** The Scheme Conditions in **paragraphs 5** (in relation to the Prescribed Occurrences set out in **Schedule 2** to this Joint Announcement) and **7 of Schedule 1** to this Joint Announcement are for the benefit of the Company only and may only be waived by the Company alone. The non-fulfilment of any of these Scheme Conditions may be relied upon only by the Company. The Company may at any time and from time to time at its sole and absolute discretion waive any such non-fulfilment.
- 4.2.2 The Offeror's Benefit.** The Scheme Conditions in **paragraphs 6** (in relation to the Prescribed Occurrences set out in **Schedule 3** to this Joint Announcement) and **8 of Schedule 1** to this Joint Announcement are for the benefit of the Offeror only and may only be waived by the Offeror alone. The non-fulfilment of any of these Scheme Conditions may be relied upon only by the Offeror. The Offeror may at any time and from time to time at its sole and absolute discretion waive any such non-fulfilment.
- 4.2.3 Mutual Benefit.** The Scheme Conditions in **paragraphs 1, 2, 3, 4(i) and 4(ii) of Schedule 1** to this Joint Announcement are for the benefit of both of the Offeror and the Company and the non-fulfilment of any of these Scheme Conditions is not capable of being waived by either or both of the Offeror and the Company.

- 4.3 Antitrust Approvals, CFIUS Approval, Third Party Consents and Fund Management Consents.** The Acquisition is not conditional on any of the Antitrust Approvals⁵, the approval of the Acquisition and/or the Scheme from the Committee on Foreign Investment in the United States (the "**CFIUS Approval**"), the Third Party Consents⁶ and the Fund Management Consents⁷ being obtained.

5. TERMINATION

- 5.1 Right to Terminate.** The Implementation Agreement may be terminated with immediate effect by giving notice in writing to the other Party:

⁵ "**Antitrust Approvals**" means all approvals, authorisations, clearances, licences, orders, confirmations, consents, permits, exemptions, clearances, grants, permissions, recognitions and waivers (including the expiration or termination of an applicable waiting period (or any extension thereof)) which are necessary, appropriate or required under the Antitrust Laws of the People's Republic of China, Japan, Brazil and the United States of America.

"**Antitrust Laws**" means any applicable laws or regulations or other legal restraint designed to govern merger control, competition, trade regulation or foreign investment matters or to prohibit, restrict or regulate actions with the purpose or effect of monopolisation or restraint of trade.

⁶ "**Third Party Consents**" means the authorisations, consents, clearances, permissions, approvals or waivers from, and/or notifications to, the parties to the documents listed in **Schedule 6** to the Implementation Agreement and/or the facilities listed in **Schedule 7** to the Implementation Agreement, other than the Group Entities, in connection with the Acquisition and/or the Scheme which are necessary, appropriate or required under such documents and/or such facilities.

⁷ "**Fund Management Consents**" means any consents or waivers from, and/or any notifications to, investors in the investment funds managed or advised, directly or indirectly, by a Principal Group Funds Entity, as listed in **Schedule 2** of the Implementation Agreement in connection with the Acquisition and/or the Scheme which are necessary, appropriate or required under the contracts set out in **paragraphs 7 to 18 of Schedule 5** of the Implementation Agreement and any documents ancillary thereto.

- 5.1.1 Shareholders' Approval:** by either the Offeror or the Company at any time on or prior to the date falling on the Business Day⁸ immediately preceding the Effective Date⁹ (the "**Record Date**"), if the approval of the Scheme by Shareholders in compliance with the requirements under Section 210 of the Companies Act is not obtained at the Scheme Meeting (as defined below);
- 5.1.2 Non-fulfilment by the Offeror:** by the Company on the Record Date, in the event of any non-fulfilment of the Scheme Condition set out in **paragraph 7 of Schedule 1** to this Joint Announcement; and
- 5.1.3 Non-fulfilment by the Company:** by the Offeror on the Record Date, in the event of any non-fulfilment of the Scheme Condition set out in **paragraph 8 of Schedule 1** to this Joint Announcement,

provided that:

- (i) in each case, the Party seeking termination of the Implementation Agreement (the "**Terminating Party**") does so only with the prior consultation and approval of the SIC;
- (ii) in the case of a termination under **paragraph 5.1.2 or 5.1.3**, it shall be a condition of such termination that the Terminating Party shall not have failed to comply with its obligations under the Implementation Agreement, caused the non-fulfilment of any of the Scheme Conditions or taken any action which prevented the Scheme from becoming effective; and
- (iii) in the case of a termination under **paragraph 5.1.2 or 5.1.3**, the Terminating Party has, prior to consulting with and seeking the approval of the SIC, given written notice to the Party failing to fulfil the relevant Scheme Condition (the "**Defaulting Party**") stating its intention to terminate the Implementation Agreement and the Defaulting Party has not, where such failure is capable of remedy, substantially remedied such failure within fifteen (15) Business Days after receipt of such written notice.

5.2 Non-fulfilment of Scheme Conditions. If any of the Scheme Conditions has not been satisfied (or, where applicable, has not been waived) by the Long Stop Date, subject to **paragraph 4.2** of this Joint Announcement, either the Offeror or the Company may terminate the Implementation Agreement by written notice to the other Party provided that the Terminating Party:

- 5.2.1** shall not have failed to comply with its obligations under the Implementation Agreement, caused the non-fulfilment of such Scheme Condition or taken any action which prevented the Scheme from becoming effective on or before the Long Stop Date; and

⁸ "**Business Day**" means a day (other than a Saturday, Sunday or a gazetted public holiday) on which commercial banks in Singapore are open for business.

⁹ "**Effective Date**" means the date on which the Scheme, if approved and sanctioned by the High Court of the Republic of Singapore or where applicable on appeal, the Court of Appeal of the Republic of Singapore, becomes effective in accordance with its terms.

5.2.2 does so only with the prior consultation and approval of the SIC.

5.3 **Effect of Termination.** In the event of termination of the Implementation Agreement by either the Company or the Offeror pursuant to **Clause 7** of the Implementation Agreement, the Implementation Agreement shall terminate (except for the Surviving Provisions) and there shall be no other liability on any Party.

5.4 **Consultation with SIC.** In the event either Party intends to consult the SIC in relation to the termination of the Implementation Agreement, it shall give prior written notice of such intention to the other Party.

6. LEGAL OR REGULATORY IMPEDIMENTS

6.1 In relation to the Other Approvals¹⁰ and the CFIUS Approval, the Offeror shall (and shall use best endeavours to procure the Consortium Partners to) take any and all actions necessary, including:

6.1.1 selling or otherwise disposing of, or holding separate and agreeing to sell or otherwise dispose of, its assets, categories of assets or businesses;

6.1.2 terminating its existing relationships, contractual rights or obligations;

6.1.3 terminating any venture or other arrangement;

6.1.4 creating any relationship, contractual rights or obligations; or

6.1.5 effectuating any other change or restructuring of the Offeror, the Consortium Partners or their Affiliates¹¹,

(and, in each case, to enter into agreements or stipulate to the entry of an order or decree or file appropriate applications with any Governmental Agency¹² in connection with any of the

¹⁰ **"Other Approvals"** means (i) all approvals, authorisations, clearances, licences, orders, confirmations, consents, permits, exemptions, clearances, grants, permissions, recognitions and waivers (including the expiration or termination of an applicable waiting period (or any extension thereof)) which are necessary, appropriate or reasonably requested by the Offeror in connection with the Acquisition or the Scheme (which, for the avoidance of doubt, excludes the CFIUS Approval) and (ii) the Antitrust Approvals.

¹¹ **"Affiliate"** means, in each case from time to time, in relation to any person, means any other person which is directly or indirectly through one or more companies, controlled by or under common control with, or in control of, that person.

"control" (including its correlative meanings, **"controlled by"**, **"controlling"** and **"under common control with"**) shall mean, with respect to a company, the right to exercise, directly or indirectly, more than 50 per cent. of the voting rights attributable to the shares of the controlled company and, with respect to any person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person;

¹² **"Governmental Agency"** means any government, governmental agency, quasi-governmental agency, department, bureau, office, commission, authority or instrumentality, or court of competent jurisdiction, whether international, foreign, provincial, domestic, federal, territorial, state or local, and includes ACRA, the SGX-ST and the SIC.

foregoing), to ensure that (a) no Governmental Agency enters or issues any order, decision, judgment, decree, ruling or injunction (preliminary or permanent) preliminarily or permanently restraining, enjoining or prohibiting the Acquisition and/or the Scheme and/or (b) any Governmental Agency whose clearance, authorisation or approval is required for the consummation of the Acquisition and/or the Scheme clears, authorises or otherwise approves the consummation of the Acquisition and/or the Scheme as expeditiously as possible and in any event by the Long Stop Date.

6.2 If any Governmental Agency enters or issues any order, decision, judgment, decree, ruling or injunction (preliminary or permanent) and/or there are any law, rules or regulations preliminarily or permanently restraining, enjoining or prohibiting the Acquisition and/or the Scheme and/or the Governmental Agency whose clearance, authorisation or approval is required for the consummation of the Acquisition and/or the Scheme has refused to do anything necessary to permit the Scheme (collectively, the “**Legal or Regulatory Impediments**”), each Party who becomes aware of any Legal or Regulatory Impediment will promptly inform the other Party and consult each other in good faith on the action to be taken. In this connection:

6.2.1 the Company shall (and shall procure each of the other Group Entities to) use its reasonable endeavours to eliminate each such Legal or Regulatory Impediment and the Offeror shall (and shall use best endeavours to procure the Consortium Partners to) provide or cause to be provided to the Company all assistance and cooperation that the Company requires to eliminate each such Legal or Regulatory Impediment; and

6.2.2 the Offeror shall (and shall procure each of the Consortium Partners to) take any and all actions necessary to eliminate each such Legal or Regulatory Impediment and the Company shall use its reasonable endeavours to provide or cause to be provided to the Offeror all assistance and cooperation that the Offeror reasonably requires to eliminate each such Legal or Regulatory Impediment.

6.3 If any Legal or Regulatory Impediments exist or continue to exist on the Long Stop Date, the Parties agree that, subject to the fulfilment and/or waiver of all Scheme Conditions (other than the Scheme Condition relating to lodgement of Court Order with ACRA set out in **paragraph 3 of Schedule 1** to this Joint Announcement) and notwithstanding anything to the contrary in the Implementation Agreement:

6.3.1 the Company shall proceed to lodge the Court Order with ACRA pursuant to Section 210(5) of the Companies Act on the Long Stop Date, and implement the Scheme in accordance with the Implementation Agreement provided that it shall not be obliged to do so if the lodgement of the Court Order by the Company is prohibited by (a) any law or regulation passed or (b) any injunction or other order issued against the Company by any court having jurisdiction over the Company and the Scheme; and

6.3.2 the Offeror shall implement the Scheme in accordance with the Implementation Agreement, and pay the Scheme Consideration to each Shareholder (other than the

Relevant Shareholders) for all Shares held by such Shareholder as at the Books Closure Date in compliance with the Code.

For the avoidance of doubt, the Scheme Consideration shall **not** be reduced by reason of, as a result of or otherwise in connection with:

- 6.3.3 the existence of any Legal or Regulatory Impediments; and/or
- 6.3.4 any action or omission to act on the part of the Offeror, the Consortium Partners and/or any Group Entity in response to or in relation to any Legal or Regulatory Impediments.

7. SPECIFIC OBLIGATIONS OF THE COMPANY

7.1 Pursuant to the terms of the Implementation Agreement, the Company shall in connection with the implementation of the Scheme:

7.1.1 **Directors' Recommendation:** use its best endeavours to procure that the directors of the Company who are considered independent for the purposes of the Scheme (collectively, the "**Independent Directors**") will recommend to the Shareholders to vote in favour of the Scheme at the Scheme Meeting and will not withdraw, modify or qualify such recommendation, subject and without prejudice to the fiduciary duties of the Independent Directors under all applicable laws and regulations. Without limitation to the generality of the foregoing, the Company shall not be bound by this **paragraph 7.1.1** if, in the event of an Alternative Transaction that is (i) in the form of a takeover offer for all the Shares or a proposal to acquire all the assets of the Company, and (ii) on terms which, in the opinion of the Independent Directors determined in good faith and after consultation with professional advisers, are more favourable to the Shareholders than the Scheme, the Independent Directors, in discharging their fiduciary duties, (a) are not able to recommend to the Shareholders to vote in favour of the Scheme at the Scheme Meeting or (b) are required to withdraw, modify or qualify any previous recommendation made in respect of the Scheme;

7.1.2 **No Solicitation:** during the period from the date of the Implementation Agreement up to and including the Effective Date or (if earlier) termination of the Implementation Agreement, it will, subject to applicable laws and regulations:

- (i) not, and will procure that no Group Entity (including its employees, representatives and advisers) will, except with the prior written consent of the Offeror, directly or indirectly, solicit, encourage, initiate, induce or entertain approaches (whether oral, written or otherwise) or participate in or enter into discussions regarding any Alternative Transaction or allow any third party to perform due diligence investigations on any Group Entity in connection with any Alternative Transaction;
- (ii) notify the Offeror of the details of any approach or solicitation by any third party made in writing or otherwise either to the Company or any other Group

Entity with a view to the making of any Alternative Transaction upon becoming aware of the relevant matter; and

- (iii) deal exclusively with the Offeror and its representatives to complete the Acquisition and/or the Scheme.

In the event that an unsolicited or uninitiated expression of interest, offer or proposal of an Alternative Transaction is received by a Group Entity, such Group Entity shall be entitled to take such action (including the making of announcements or recommendation to the Shareholders) as may be required for the purposes of:

- (1) complying with the Companies Act, the listing manual of the SGX-ST (the “**Listing Manual**”), the Code or any other laws, rules or regulations applicable to the Group Entity; and/or
- (2) allowing the directors of the Group Entity to comply with or discharge their fiduciary duties, or other legal or regulatory obligations to which they are subject under applicable laws and regulations.

Nothing in this **paragraph 7.1.2** shall operate or be construed to exclude or diminish the obligations of the Company not to frustrate or adversely impact the Acquisition and/or the Scheme under Rule 5 of the Code or to permit the Company to negotiate, agree to or enter into any agreement with any person (other than the Offeror) in relation to any Alternative Transaction in the form of a purchase of all or substantially all of the businesses, assets, revenues and/or undertakings of the Group or any of the Intermediate Entities or a purchase of all the Shares by way of a scheme of arrangement; and

7.1.3 Other Obligations: undertake all such other obligations as further set out in **paragraphs 1 to 14 of Schedule 4** to this Joint Announcement.

8. CONSORTIUM ARRANGEMENTS

8.1 Consortium Term Sheet. The Consortium members have entered into a consortium term sheet (the “**Consortium Term Sheet**”) to regulate the conduct of the Consortium for the purposes of the Acquisition. Pursuant to the Consortium Term Sheet, the Consortium members have established a steering committee comprising one (1) representative from each Sponsor.

8.2 Shareholders' Agreement. The Consortium members will enter into a shareholders' agreement (the “**Shareholders' Agreement**”) in respect of the post-Acquisition shareholding and governance arrangements in respect of NIHGP. Pursuant to the terms of the Shareholders' Agreement:

8.2.1 Board of Directors. The board of directors of NIHGP (the “**NIHGP Board**”) shall at all times consist of not more than 11 directors to be designated as follows:

- (i) one (1) director, who shall act as chairman of the NIHGP Board, designated by the Sponsors on a rotational basis;

- (ii) two (2) directors designated by HOPU;
- (iii) two (2) directors designated by Hillhouse Capital;
- (iv) two (2) directors designated by SMG;
- (v) two (2) directors designated by BOCGI; and
- (vi) two (2) directors designated by Vanke,

provided, however, that each Co-Investor shall only be entitled to designate two (2) directors for so long as it holds no less than 15% of the outstanding Class A Shares and one (1) director for so long as it holds no less than 10% of the outstanding Class A Shares. Each director may be replaced by the relevant designating Consortium member.

8.2.2 Reserved Matters. The Consortium members have agreed on a list of reserved matters which shall require the approval of shareholders holding more than a specified proportion of the outstanding Class A Shares and/or the affirmative vote of a specified proportion of directors on the NIHGP Board.

8.3 Relevant Shareholders' Irrevocable Undertakings. Each of Khangai, HFMC, Gaoling, YHG and MZM (collectively, the "**Relevant Shareholders**") has provided an irrevocable undertaking (collectively, the "**Relevant Shareholders' Irrevocable Undertakings**") in favour of the Offeror to, *inter alia*:

1.1.1 waive all rights under the terms of the Scheme and Rule 30 of the Code to receive the Scheme Consideration for the transfer of all of its or his respective Shares (including, in the case of MZM, any new Shares which may be issued to him pursuant to the vesting of any outstanding Awards held by him after the date of his Relevant Shareholder Irrevocable Undertaking) (all Shares held by the Relevant Shareholders¹³ are collectively referred to as the "**Relevant Shares**") to the Offeror within the time period prescribed under Rule 30 of the Code; and

8.3.1 the Relevant Shareholders' Irrevocable Undertakings will terminate under certain circumstances, including the following:

- (a) if the Implementation Agreement lapses or is terminated for any reason (other than as a result of the Switch Option being exercised by the Offeror) without the Scheme becoming effective, the date the Implementation Agreement lapses or is terminated;
- (b) the Scheme lapses, is withdrawn or does not become effective for whatever reason other than as a result of a breach of any of the Relevant Shareholders' obligations under the Relevant Shareholders' Irrevocable Undertakings; and

¹³ This excludes MZM's deemed interests in 6,750,000 Shares as disclosed in **paragraph 17.1** of this Joint Announcement.

- (c) if the Switch Option is exercised by the Offeror, the Offer is withdrawn or lapses or fails to become or be declared to be unconditional in all respects for whatever reason other than as a result of a breach of any of the Relevant Shareholders' obligations under the Relevant Shareholders' Irrevocable Undertakings.

8.4 SIC Confirmation. The SIC has confirmed that the arrangements set out in **paragraphs 8.1, 8.2 and 8.3** above do not constitute prohibited special deals for the purposes of Rule 10 of the Code.

9. RATIONALE FOR THE ACQUISITION

9.1 Opportunity for Shareholders to Realise their Investment at an Attractive Premium.

The Acquisition represents an opportunity for Shareholders to realise their investments in the Company for a cash consideration at a premium of 81%, 76%, 72% and 67% over the 12-month, 6-month, 3-month and one-month VWAP of the Shares prior to the last trading day immediately before 1 December 2016 (being the date on which the Company released the announcement in respect of the undertaking of the Strategic Review) (the "**Holding Announcement Date**"). The Scheme Consideration also represents a premium of 8% over the all-time high closing price of the Shares on both 24 October 2013 and 15 November 2013.

9.2 Acquisition represents a Unique Opportunity for the Offeror. The Acquisition represents a unique opportunity for the Offeror to invest in a company with an exceptional platform and to expand its leadership position in the modern logistics space.

10. FINANCIAL EVALUATION OF THE SCHEME CONSIDERATION

The Scheme Consideration for each Share is **S\$3.38** in cash.

The figures set out in this **paragraph 10** are based on data extracted from Bloomberg as at 12 July 2017, being the last full trading day immediately prior to the Joint Announcement Date.

The implied premium of the Scheme Consideration over the relevant closing prices and VWAP of the Company is as follows:

	Share Price (S\$)	Premium to Share Price (%)⁽⁴⁾
12-month VWAP to 30 Nov 2016⁽¹⁾	1.87	81%
6-month VWAP to 30 Nov 2016⁽¹⁾	1.92	76%
3-month VWAP to 30 Nov 2016⁽¹⁾	1.96	72%
1-month VWAP to 30 Nov 2016⁽¹⁾	2.02	67%
Closing price on 30 Nov 2016⁽¹⁾	2.06	64%
Closing price on 12 Jul 2017⁽²⁾	2.70	25%

	Share Price (S\$)	Premium to Share Price (%) ⁽⁴⁾
All-time high closing price on 24 Oct 2013 and 15 Nov 2013	3.13	8%
Net Asset Value Per Share as of 31 March 2017⁽³⁾	2.60	30%

Notes:

- (1) Being the last trading day immediately prior to the Holding Announcement Date.
- (2) Being the last full trading day immediately prior to the Joint Announcement Date.
- (3) Based on 4,687,009,190 Shares outstanding (excluding treasury Shares) as at 31 March 2017 and assuming the exchange rate of US\$1 = S\$1.40 as at 31 March 2017.
- (4) Rounded to the nearest whole number.

11. IRREVOCABLE UNDERTAKINGS

11.1 Deeds of Undertaking. Each of Recosia China Pte Ltd and Reco Benefit Private Limited (collectively, the “**Undertaking Shareholders**”) has given an irrevocable undertaking to the Offeror (each, a “**Deed of Undertaking**” and collectively, the “**Deeds of Undertaking**”) in respect of 1,730,706,817 Shares (the “**Undertaking Shareholders' Shares**”) held legally and/or beneficially by the Undertaking Shareholders in the aggregate as at the Joint Announcement Date (representing 36.84 per cent. of the total number of issued Shares (excluding treasury Shares)) to, *inter alia*:

- 11.1.1** vote, or procure the voting of, all of the respective Undertaking Shareholders' Shares in favour of the Scheme and any other matter necessary to implement the Scheme at the Scheme Meeting;
- 11.1.2** not, directly or indirectly, solicit, encourage or accept any other offer from any third parties in respect of the respective Undertaking Shareholders' Shares, and not approve, vote or agree to vote for, any offer from any third parties to acquire the Shares, businesses, assets and/or undertakings in the Company during the term of the Deed of Undertaking; and
- 11.1.3** (if the Offeror is entitled to and exercises the Switch Option in response to a Competing Bid¹⁴ and announces the Offer on terms and conditions equal to or more favourable than such competing offer) without prejudice to the right of termination as set out under **paragraph 11.2** below, including **paragraphs 11.2.5 and 11.2.6**, accept, or procure the acceptance of, the Offer in respect of all the respective Undertaking Shareholders' Shares in accordance with the procedure for acceptance as prescribed in the Offer Document within five (5) Business Days from the date on which the Offeror despatches the Offer Document to the Shareholders.

¹⁴

“**Competing Bid**” means (i) any mandatory or voluntary general offer for all the Shares, scheme of arrangement involving the Company and/or the acquisition of all the Shares or any other offer as defined in the Code (excluding any partial offer for the Shares), or (ii) a proposal to acquire all or substantially all of the assets or undertakings of the Company which requires the approval of the Shareholders under the Listing Manual.

Further details of the Shares held by the Undertaking Shareholders as at the Joint Announcement Date are set out in **Schedule 5** to this Joint Announcement.

11.2 Termination. Each of the Deeds of Undertaking will terminate on the earliest of any of the following dates:

- 11.2.1 in the event the Implementation Agreement or the Scheme or the Scheme Consideration is amended, varied or modified (except if it is only an increase in the Scheme Consideration) without the relevant Undertaking Shareholder's prior written consent, the date such term is so amended, varied or modified;
- 11.2.2 in the event the Implementation Agreement lapses or is terminated for any reason (other than as a result of the Switch Option being exercised by the Offeror) without the Scheme being effective, the date the Implementation Agreement lapses or is terminated;
- 11.2.3 the date falling nine (9) months from the date of the Deeds of Undertaking (or such later date as the Offeror and the relevant Undertaking Shareholder may agree in writing), if the Scheme lapses, is withdrawn or does not become effective by such date for any reason other than a breach by the relevant Undertaking Shareholder of any of its obligations set forth in the relevant Deed of Undertaking or as a result of the Switch Option being exercised by the Offeror;
- 11.2.4 the date the Scheme lapses, is withdrawn or does not become effective for any reason other than a breach by the relevant Undertaking Shareholder of any of its obligations set forth in the relevant Deed of Undertaking or as a result of the Switch Option being exercised by the Offeror;
- 11.2.5 the Scheme Revision Deadline (as defined below) if, prior to the Scheme Meeting, each of the following has occurred:
 - (i) a Competing Bid by any person(s) other than the Offeror (the "**Competing Bidder**") or a revision to the terms of the Competing Bid is formally announced which is at a cash consideration per Share that is higher than the Scheme Consideration; and
 - (ii) the Offeror fails to either (a) announce a revision of the Scheme Consideration which renders the Scheme (as so revised) to be equal to or more favourable than such Competing Bid (or such revision thereof), or (b) exercise the Switch Option and announce the Offer on such terms and conditions (including the offer price) which are equal to or more favourable than such Competing Bid (or such revision thereof), in each case, within fifteen (15) Business Days after such announcement of the Competing Bid or the revision to the terms of the Competing Bid (as the case may be) but in any event prior to the Scheme Meeting (the "**Scheme Revision Deadline**");
- 11.2.6 the Offer Revision Deadline (as defined below) if, prior to the Offer being declared unconditional in all respects in accordance with its terms, each of the following has occurred:

- (i) a Competing Bid by any Competing Bidder or a revision to the terms of a Competing Bid is announced which is on more favourable terms than the Offer; and
- (ii) the Offeror fails to announce a revision of the Offer which renders the Offer (as so revised) to be equal to or more favourable than such Competing Bid (or such revision thereof) within fifteen (15) Business Days after such announcement of the Competing Bid or the revision to the terms of the Competing Bid (as the case may be) (the “**Offer Revision Deadline**”);

11.2.7 in the event the Switch Option is exercised by the Offeror and the Offer lapses or is withdrawn for any reason without being declared unconditional in all respects in accordance with its terms, the date the Offer lapses or is withdrawn for reasons other than a breach by the relevant Undertaking Shareholder of any of its obligations set forth in the relevant Deed of Undertaking;

11.2.8 in the event of any material breach by the Offeror of certain of the Offeror's representations, warranties or undertakings in the relevant Deed of Undertaking, the date the relevant Undertaking Shareholder notifies the Offeror in writing of such breach;

11.2.9 in the event a Competing Bid is announced at any time after the Joint Announcement Date and such offer becomes or is declared unconditional in all respects in accordance with its terms or is completed (as the case may be) (other than by reason of the relevant Undertaking Shareholder's Shares being validly tendered in acceptance of such Competing Bid), the date such Competing Bid becomes or is declared unconditional or completed (as the case may be);

11.2.10 in the event the relevant Undertaking Shareholder is required to withdraw the relevant Deed of Undertaking by an order issued by any court of competent jurisdiction which has become final and non-appealable or by any relevant regulatory, administrative or supervisory body, the date such requirement is imposed upon the relevant Undertaking Shareholder; and

11.2.11 the date the Scheme becomes effective in accordance with its terms.

11.3 No Other Irrevocable Undertakings. Save for the Deeds of Undertaking, neither the Offeror nor any Relevant Person (as defined below) has received any irrevocable undertaking from any party to vote in favour of the Scheme as at the Joint Announcement Date.

12. APPROVALS REQUIRED

12.1 Scheme Meeting and Court Sanction. The Scheme will require, *inter alia*, the following approvals:

12.1.1 the approval of the Scheme by a majority in number of Shareholders representing not less than three-fourths in value of the Shares held by Shareholders present and voting either in person or by proxy at the meeting of the Shareholders to be convened

at the direction of the Court for the purpose of considering and, if thought fit, approving the Scheme (including any adjournment thereof) (the “**Scheme Meeting**”); and

12.1.2 the sanction of the Scheme by the Court.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the Court Order sanctioning the Scheme has been lodged with ACRA.

12.2 SIC Confirmations. Pursuant to an application made by the Company to the SIC to seek certain rulings in relation to the Acquisition and the Scheme, the SIC, *inter alia*:

12.2.1 exempts the Scheme from Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to the conditions set out under the Note on Definition of Offer in the Code, including the following conditions:

- (i) the Offeror and its concert parties abstain from voting on the Scheme;
- (ii) the Scheme Document contains advice to the effect that by voting for the Scheme, Shareholders are agreeing to the Offeror and its concert parties acquiring the Company without having to make a general offer for the Company, and the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in the Company and their voting rights in the Company after the Scheme;
- (iii) the directors of the Company who are also concert parties of the Offeror abstain from making a recommendation on the Scheme to Shareholders; and
- (iv) the Company appoints an independent financial adviser to advise Shareholders on the Scheme;

12.2.2 confirms that it has no objections to the Scheme Conditions; and

12.2.3 confirms that the Offeror may, in the event of an Alternative Transaction, exercise the Switch Option to make an offer on the same or better terms as those which apply to the Scheme, subject to:

- (i) consultation with SIC prior to the exercise of the Switch Option;
- (ii) SIC’s no objections to the level of acceptances that the Offer will be conditional upon;
- (iii) consultation with SIC to determine the offer timetable that should apply to the Offer following the exercise of the Switch Option; and
- (iv) disclosure in the joint announcement of the Scheme, and the document to be dispatched to Shareholders in relation to the Scheme, of the fact that the

Offeror reserves the right to exercise the Switch option in the event of an Alternative Transaction.

- 12.3 Abstinance from Voting.** In accordance with the SIC's rulings as set out in **paragraph 12.2.1(i)** above, the Relevant Shareholders, being the concert parties of the Offeror, will abstain from voting on the Scheme in respect of the Relevant Shares.

13. FINANCIAL ADVISERS

- 13.1 Financial Adviser to the Company.** J.P. Morgan is the financial adviser to the Company in respect of assisting with the Strategic Review.

- 13.2 Financial Advisers to the Offeror.** Citigroup Global Markets Singapore Pte. Ltd., Morgan Stanley Asia (Singapore) Pte. and Goldman Sachs (Singapore) Pte. (collectively, the "**Lead Joint Financial Advisers**") advised the Offeror in respect of the Acquisition and the Scheme and are providing the financial resources confirmation in connection with the Acquisition and the Scheme in **paragraph 15** of this Joint Announcement. DBS Bank Ltd. and China International Capital Corporation (Singapore) Pte. Limited (collectively with the Lead Joint Financial Advisers, the "**Offeror Financial Advisers**") also advised the Offeror in respect of the Acquisition and the Scheme.

- 13.3 Independent Financial Adviser to the Independent Directors.** The Company will appoint an independent financial adviser (the "**IFA**") to advise the Independent Directors for the purposes of making a recommendation to the Shareholders in connection with the Scheme. Full details of the Scheme including the recommendation of the Independent Directors along with the advice of the IFA (the "**IFA Letter**") will be included in the Scheme Document.

14. FINANCIAL ADVISER'S OPINION AND PRELIMINARY RECOMMENDATION

14.1 Financial Adviser's Opinion

- 14.1.1** At the request of the Board, J.P. Morgan has provided its opinion on the Scheme Consideration in writing addressed solely to the Board (the "**Financial Adviser's Opinion**"). Based on the work carried out, and other factors deemed relevant, by J.P. Morgan as described in the Financial Adviser's Opinion, and subject to the assumptions, qualifications and limitations set out in the Financial Adviser's Opinion, J.P. Morgan is of the opinion that, as at 13 July 2017 (being the date of the Financial Adviser's Opinion), the Scheme Consideration to be paid to the Shareholders in the Scheme is fair, from a financial point of view, to the Shareholders.

- 14.1.2** For the avoidance of doubt, the Financial Adviser's Opinion was provided to the Board solely for the purposes of its evaluation of the Scheme. The Financial Adviser's Opinion does not constitute advice, independent or otherwise, or a recommendation (for the purposes of Rule 7.1 of the Code) to any Shareholder as to how such Shareholder should vote with respect to the Scheme or any other matter and J.P. Morgan does not assume any liability or responsibility to such Shareholder. J.P. Morgan has not rendered the Financial Adviser's Opinion in the capacity of an IFA and has not taken into account the specific objectives, circumstances, requirements or needs of any individual Shareholder.

14.2 Preliminary Recommendation

- 14.2.1 The Independent Directors concur with the Financial Adviser's Opinion, subject to the assumptions, qualifications and limitations set forth therein. Having considered the Financial Adviser's Opinion and other factors including, *inter alia*, the terms of the Scheme, the preliminary recommendation of the Independent Directors, as at the Joint Announcement Date, is that Shareholders vote in favour of the Scheme (the "**Preliminary Recommendation**").
- 14.2.2 In making the Preliminary Recommendation, the Independent Directors have not had regard to the general or specific investment objectives, financial situation, risk profile, tax status or position, or particular needs and constraints or other circumstances of any individual Shareholder.
- 14.2.3 The Independent Directors will make their final recommendation to Shareholders in respect of the Scheme in the Scheme Document after the advice of the IFA, which will be set out in the Scheme Document, is rendered. The final recommendation of the Independent Directors on the Scheme will reflect any material changes that may occur from the Joint Announcement Date to the date of the Scheme Document, including the views expressed by the IFA, when appointed.

Shareholders are advised not to take any action in relation to the Scheme until Shareholders have carefully considered (a) the Independent Directors' formal recommendation to Shareholders in relation to the Scheme in the Scheme Document, (b) the advice of the IFA, when appointed, (c) the intentions of the Offeror and (d) the intentions of the Independent Directors in relation to their own beneficial holdings in the Shares, all of which shall be set out in the Scheme Document.

15. CONFIRMATION OF FINANCIAL RESOURCES

The Lead Joint Financial Advisers confirm that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Shares to be acquired by the Offeror pursuant to the Scheme (excluding the aggregate amount of Scheme Consideration that would otherwise be payable by the Offeror as consideration to the Relevant Shareholders, for the Relevant Shares held by them).

16. SCHEME DOCUMENT

The Scheme Document containing full details of the Scheme (including the recommendation of the Independent Directors along with the IFA Letter) and giving notice of the Scheme Meeting to approve the Scheme will be despatched to Shareholders in due course.

Shareholders are advised to refrain from taking any action in relation to their Shares which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the Independent Directors on the Scheme as well as the advice of the IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

17. DISCLOSURE OF INTERESTS

17.1 Company. As at the Joint Announcement Date, the interests in Shares held by the directors of the Company are set out below:

Directors	Direct Interest		Deemed Interest	
	No. of Shares	% ^{(1),(2)}	No. of Shares	% ^{(1),(2)}
Dr. Seek Ngee Huat	385,200	0.0082	400,000	0.0085
Mr Ming Z. Mei	45,754,331	0.9741	6,750,000 ⁽³⁾	0.1437
Mr Steven Lim Kok Hoong	254,700	0.0054	-	-
Dr. Dipak Chand Jain	254,700	0.0054	-	-
Mr Paul Cheng Ming Fun	254,700	0.0054	-	-
Mr Fang Fenglei	-	-	74,421,492	1.5843
Mr Yoichiro Furuse	254,700	0.0054	-	-
Mr Luciano Lewandowski	175,700	0.0037	-	-
Mr Lim Swe Guan	214,700	0.0046	-	-
Mr Tham Kui Seng	254,700	0.0054	-	-

Notes:

- (1) All references to percentage shareholding of the issued share capital of the Company in this **paragraph 17.1** are based on the total issued Shares being 4,697,316,190 (excluding 147,049,032 treasury Shares) as at the Joint Announcement Date.
- (2) Rounded to the nearest four (4) decimal places.
- (3) MZM's deemed interest in 6,750,000 Shares arises from the 6,750,000 Shares which he has transferred to a counterparty pursuant to a financing transaction, in respect of which he will continue to retain financial exposure subject to certain specified cap and floor levels in respect of up to 6,750,000 Shares.

Save as disclosed in this Joint Announcement, no Director or controlling Shareholder of the Company has any interest in the Scheme (other than by reason only of being a Director or Shareholder of the Company). As disclosed in this Joint Announcement, the Undertaking Shareholders have given the Deeds of Undertaking.

17.2 Offeror

17.2.1 Holdings. Save as disclosed in this Joint Announcement and **Schedule 6** to this Joint Announcement, as at the Joint Announcement Date, none of (i) the Offeror, MidCo, TopCo, NIHGP, HLIM, HCM, SMGEL, BOCGIL and VREHK; (ii) the directors of each of the entities identified in (i) above; (iii) NIHLP; (iv) the Relevant Shareholders and their respective directors (if any); and (v) the Offeror Financial Advisers (collectively, the **"Relevant Persons"**) owns, controls or has agreed to acquire any (a) Shares, (b) securities which carry voting rights in the Company and (c) convertible securities, warrants, options or derivatives in respect of such Shares or

securities which carry voting rights in the Company (collectively, the “**Relevant Securities**”) as at the Joint Announcement Date.

17.2.2 Arrangements. Save as disclosed in this Joint Announcement, as at the Joint Announcement Date, none of the Relevant Persons has entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to the shares of the Offeror or the Company which might be material to the Acquisition.

17.2.3 Other Arrangements. Save as disclosed in this Joint Announcement, as at the Joint Announcement Date, none of the Relevant Persons has (i) granted a security interest relating to any Relevant Securities to another person, whether through a charge, pledge or otherwise, (ii) borrowed any Relevant Securities from another person (excluding borrowed Relevant Securities which have been on-lent or sold) or (iii) lent any Relevant Securities to another person.

17.2.4 Confidentiality. In the interests of confidentiality, save for the Relevant Persons, the Offeror has not made enquiries in respect of certain other parties who are or may be deemed to be acting in concert with it in connection with the Scheme. Similarly, in the interests of confidentiality, each of the Offeror Financial Advisers has not made any enquiries in respect of the other members of its group. Further enquiries will be made of such persons subsequent to this Joint Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

18. OVERSEAS SHAREHOLDERS

The applicability of the Scheme to Shareholders whose addresses are outside Singapore, as shown on the Register of Members of the Company, or as the case may be, in the records of The Central Depository (Pte) Limited (each, an “**Overseas GLP Shareholder**”) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas GLP Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the Offeror reserves the right not to send such documents to the Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Shareholders (including the Overseas GLP Shareholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas GLP Shareholders who are in doubt about their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to Overseas GLP Shareholders will be contained in the Scheme Document.

19. DOCUMENTS FOR INSPECTION

Copies of the Implementation Agreement, the Relevant Shareholders' Irrevocable Undertaking and the Deeds of Undertaking will be made available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

20. RESPONSIBILITY STATEMENTS

- 20.1 Company.** The directors of the Company (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement in each case which relate to the Company (excluding information relating to the Offeror or any opinion expressed by the Offeror) are fair and accurate and that, where appropriate, no material facts which relate to the Company have been omitted from this Joint Announcement, and the directors of the Company jointly and severally accept responsibility accordingly. For the avoidance of doubt, the Relevant Directors take no responsibility for the Preliminary Recommendation.

Where any information which relates to the Company has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Offeror, the sole responsibility of the directors of the Company has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Company do not accept any responsibility for any information relating to the Offeror or any opinion expressed by the Offeror.

- 20.2 Offeror.** The directors of the Offeror (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Company or any opinion expressed by the Company) are fair and accurate and that, where appropriate, no material facts in relation thereto have been omitted from this Joint Announcement, and the directors of the Offeror jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Company, the sole responsibility of the directors of the Offeror has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Offeror do not accept any responsibility for any information relating to or any opinion expressed by the Company.

14 July 2017

By order of the Board

By order of the board of directors

GLOBAL LOGISTIC PROPERTIES LIMITED

NESTA INVESTMENT HOLDINGS LIMITED

Any queries relating to this Joint Announcement, the Acquisition or the Scheme should be directed to one of the following:

Global Logistic Properties Limited

J.P. Morgan (S.E.A.) Limited

168 Robinson Road
15/F Capital Tower
Singapore 068912
Tel: +65 6882 8342

Nesta Investment Holdings Limited

Citigroup Global Markets Singapore Pte. Ltd.

8 Marina View
#21-00 Asia Square Tower 1
Singapore 018960
Tel: +65 6657 1959

Morgan Stanley Asia (Singapore) Pte.

#16-01 Capital Square
23 Church Street
Singapore 049481
Tel: +65 6834 6888

Goldman Sachs (Singapore) Pte.

1 Raffles Link
#07-01 South Lobby
Singapore 039393
Tel: +65 6889 1000

DBS Bank Ltd.

12 Marina Boulevard
Level 46 MBFC Tower 3
Singapore 018982
Tel: +65 6878 4223

**China International Capital Corporation
(Singapore) Pte. Limited**

#33-01, 6 Battery Road
Singapore 049909
Tel: +65 6572 1999

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s or the Company’s (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors of the Offeror and the Company should not place undue

reliance on such forward-looking statements, and neither the Offeror nor the Company undertakes any obligation to update publicly or revise any forward-looking statements.

Schedule 1

Scheme Conditions

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

The Acquisition is conditional upon the following:

1. **Shareholders' Approval:** the approval of the Scheme by Shareholders in compliance with the requirements under Section 210 of the Companies Act;
2. **Court Order:** the grant of the Court Order and such Court Order having become final;
3. **ACRA Lodgement:** the lodgement of the Court Order with ACRA;
4. **Regulatory Approvals:** the receipt of the following approvals or confirmations from the following Governmental Agencies (the "**Regulatory Approvals**") prior to the Despatch Date:
 - (i) **SIC:** confirmation from the SIC that (a) Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code shall not apply to the Scheme and (b) it has no objections to the Scheme Conditions, subject to any conditions the SIC may deem fit to impose; and
 - (ii) **SGX-ST:** approval-in-principle from the SGX-ST for the Scheme Document and the proposed delisting of the Shares from the SGX-ST,

and the Regulatory Approvals not having been revoked or withdrawn on or before the Record Date;

5. **No Offeror's Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Record Date, no Prescribed Occurrence in relation to the Offeror (as set out in **Schedule 2** to this Joint Announcement) having occurred;
6. **No Principal Group Entity's Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Record Date, no Prescribed Occurrence in relation to the Company or any other Principal Group Entity (as set out in **Schedule 3** to this Joint Announcement), having occurred;
7. **Offeror's Warranties and Covenants:**
 - (i) there having been no breach by the Offeror of its Warranties given on the terms set out in **Clause 6.1** of the Implementation Agreement as at the date of the Implementation Agreement and the Record Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case which:
 - (a) has not been substantially remedied as of the Record Date; and

- (b) has, individually or in aggregate, resulted in a material adverse effect upon the ability of the Offeror to consummate the Acquisition and/or implement the Scheme in accordance with the Implementation Agreement and the Code; and
- (ii) the Offeror shall have, as of the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it (other than the covenants in relation to the Other Approvals, the CFIUS Approval, the Third Party Consents and the Fund Management Consents as set out in **Clauses 4.4.1, 4.4.2 and 5.3** of the Implementation Agreement), on or prior to the Record Date; and

8. Company's Warranties and Covenants:

- (i) there having been no breach by the Company of its Warranties given on the terms set out in **Clause 6.2** of the Implementation Agreement as at the date of the Implementation Agreement and the Record Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case, which:
 - (a) has not been substantially remedied as of the Record Date; and
 - (b) has, individually or in aggregate, resulted in a Material Adverse Effect; and
- (ii) the Company shall have, as of the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it (other than the covenants in relation to the Other Approvals, the CFIUS Approval, the Third Party Consents and the Fund Management Consents as set out in **Clauses 4.4.2 and 5.3** of the Implementation Agreement), on or prior to the Record Date.

For the purposes of this **Schedule 1**, "**Material Adverse Effect**" means a diminution in the consolidated net asset value of the Group (as reflected in the latest publicly released consolidated financial statements of the Group prior to the Record Date) by more than 15 per cent. as compared to the audited consolidated net asset value of the Group as reflected in the audited consolidated financial statements of the Group for FY2017, provided that such diminution shall have directly resulted from a matter which constitutes the Company's breach of the relevant warranties under the Implementation Agreement or **Clause 5.2.14(v)** of the Implementation Agreement (as the case may be), and further, for the avoidance of doubt, any occurrence, condition, change, event or effect which is not directly resulted from such breach, including those resulted from or relating to any of the following matters, shall be excluded in determining such diminution:

- (i) the FY2017 Dividend;
- (ii) any currency translation;
- (iii) any change in Singapore Financial Reporting Standards or any accounting policies and principles, or in the interpretation thereof, as imposed upon the Group Entities or their respective businesses or any change in law, or in the interpretation thereof;

- (iv) any change in general economic, political or financial market conditions;
- (v) any change or condition that affects the industry in which the Group operates generally (including changes in commodity prices, general market prices and regulatory changes affecting the industry generally);
- (vi) any outbreak or escalation of hostilities, any war or the occurrence of any natural disasters and acts of terrorism or any events that may occur as a result of an act of God;
- (vii) any act or omission of the Offeror, its Affiliates or the Consortium Partners;
- (viii) any matter disclosed in the Data Room Information or provided for under the terms of the Scheme, the Acquisition and the Implementation Agreement;
- (ix) any matter or thing hereafter done or omitted to be done as required, contemplated or permitted under the Scheme, the Acquisition and the Implementation Agreement or otherwise at the request of the Offeror or with the approval of the Offeror; and
- (x) the Scheme, the Acquisition or any transaction contemplated under the Implementation Agreement and any announcement or pendency of any of the foregoing.

Schedule 2

The Offeror's Prescribed Occurrences

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

For the purposes of the Implementation Agreement, a “**Prescribed Occurrence**”, as referred to in **paragraph 4.2.1** of this Joint Announcement and **paragraph 5** of **Schedule 1** to this Joint Announcement and defined in the Implementation Agreement, means, in relation to the Offeror, any of the following:

1. **Resolution for Winding Up:** the Offeror resolving that it be wound up;
2. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Offeror;
3. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Offeror;
4. **Composition:** the Offeror entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
5. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Offeror;
6. **Insolvency:** the Offeror becoming or being deemed by law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
7. **Change in Control:** the Offeror ceases to be controlled by the Consortium Partners; or
8. **Injunction:** (a) an injunction or other order issued by any court or (b) a legal restraint or prohibition by any Governmental Agency, in each case having proper jurisdiction over the Scheme or the Acquisition, preventing the Scheme from becoming effective or the completion of the Acquisition (or an integral part of the Acquisition which is not severable from the Acquisition as a whole), and such injunction or order or legal restraint or prohibition being in full force and effect as at the Record Date.

Schedule 3

The Company's or any other Principal Group Entity's Prescribed Occurrences

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

For the purposes of the Implementation Agreement, a “**Prescribed Occurrence**”, as referred to in **paragraph 4.2.2** of this Joint Announcement and **paragraph 6** of **Schedule 1** to this Joint Announcement and defined in the Implementation Agreement, means, in relation to the Company (or where applicable, any Principal Group Entity), any of the following other than (i) as required under the Implementation Agreement or the Scheme or (ii) as consented to in writing by the Offeror:

1. **Conversion of Shares:** the Company converting all or any of its Shares into a larger or smaller number of Shares;
2. **Share Buy-back:** the Company (i) undertaking any Share buy-backs pursuant to its existing Share buy-back mandate or (ii) entering into a Share buy-back agreement or resolving to approve the terms of a Share buy-back agreement under the Companies Act or the equivalent companies or securities legislation;
3. **Alteration of Share Capital:** the Company resolving to reduce or otherwise alter its share capital in any way;
4. **Allotment of Shares or Units:** the Company or any other Principal Group Company making or agreeing to make an allotment of, or granting or agreeing to grant an option to subscribe for, any Shares or shares of any other Principal Group Company or securities convertible into Shares or shares of any other Principal Group Company, provided that:
 - (i) the granting of up to 46,870,091 new Awards in the ordinary and usual course of business and the allotment and issue of the Shares by the Company pursuant to the valid vesting and release of the Awards as permitted under **Clauses 5.2.16(i)** and **5.2.16(ii)** of the Implementation Agreement; and/or
 - (ii) the allotment of, or the granting of an option to subscribe for, any shares of any Principal Group Company other than the Company or securities convertible into shares of any Principal Group Company other than the Company, by any Principal Group Company other than the Company:
 - (a) pursuant to a contractual commitment which is valid and enforceable and is fairly disclosed in the Data Room Information; or
 - (b) in the ordinary and usual course of business of the Group,shall not be regarded as a Prescribed Occurrence;
5. **Issuance of Debt Securities:** the Company or any other Principal Group Company issuing, or agreeing to issue, convertible notes or other debt securities, save for:

- (i) any convertible notes or other debt securities issued pursuant to (a) the corporate bond prospectus issued by Iowa China Offshore Holdings (Hong Kong) Limited dated 11 May 2016, and (b) the MTN programme prospectus issued by Iowa China Offshore Holdings (Hong Kong) Limited dated 12 October 2016 and registered with the National Association of Financial Market Institutional Investors; and
 - (ii) the refinancing of any indebtedness of any Principal Group Company which is fairly disclosed in the Data Room Information where:
 - (a) the terms of the refinancing are generally more favourable than the existing terms; or
 - (b) the maturity date of such indebtedness being refinanced falls within the next 18 months at the time of the refinancing,

provided that in each case, there shall be no increase to the principal amount outstanding in respect of the indebtedness being refinanced;
6. **Dividends:** the Company declaring, making or paying any dividends or any other form of distribution to its Shareholders (other than the FY2017 Dividend);
 7. **Resolution for Winding Up:** the Company or any other Principal Group Entity resolving that it be wound up;
 8. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Company or any other Principal Group Entity;
 9. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Company or any other Principal Group Entity;
 10. **Composition:** the Company or any other Principal Group Entity entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
 11. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to all or substantially all of the property or assets of the Company or any other Principal Group Entity;
 12. **Cessation of Business:** the Company or any other Principal Group Entity ceases or threatens to cease for any reason to carry on business in the usual and ordinary course;
 13. **Insolvency:** the Company or any other Principal Group Entity becoming or being deemed by law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due; or
 14. **Injunction:** (a) an injunction or other order issued by any court or (b) a legal restraint or prohibition by any Governmental Agency, in each case having proper jurisdiction over the Scheme or the Acquisition, preventing the Scheme from becoming effective or the completion of

the Acquisition (or an integral part of the Acquisition which is not severable from the Acquisition as a whole), and such injunction or order or legal restraint or prohibition being in full force and effect as at the Record Date.

Schedule 4

Specific Obligations of the Company

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date

In addition to the obligations set out in **paragraph 7** of this Joint Announcement, the Company shall in connection with the implementation of the Scheme, do the following:

1. **Joint Announcement:** release the Joint Announcement jointly with the Offeror on the SGX-ST on the Joint Announcement Date;
2. **IFA:** appoint an IFA to advise the Independent Directors in connection with the Scheme;
3. **Scheme Document:** prepare the Scheme Document and other documents which are required to be prepared by it in connection with the Scheme in compliance with all applicable laws and regulations;
4. **Directors' Responsibility:** ensure that its directors shall take responsibility for all information included in the Scheme Document (other than information relating to and opinion expressed by or on behalf of the Offeror, the auditors, the IFA and any third party contained in the Scheme Document) and all ancillary documents, as required by all applicable laws and regulations, including the Code, the Listing Manual and the Companies Act;
5. **SGX-ST Clearance:** submit the draft Scheme Document to the SGX-ST for clearance as soon as reasonably practicable after the date of the Implementation Agreement (provided that the Offeror shall have provided the Company with the Scheme Letter and other information relating to the Offeror and its concert parties which is required to be included in the Scheme Document) and use its best endeavours to diligently and promptly seek such clearance;
6. **Scheme Meeting:** subject to obtaining the approval of the SGX-ST, apply to the Court for an order to convene the Scheme Meeting and for any ancillary orders relating thereto (all such applications and orders, including the originating summons for the Scheme, to be in such form and substance as shall have been approved by the Offeror) and the convening of the Scheme Meeting within such period determined by the Company (acting reasonably) in consultation with the Offeror;
7. **Despatch of Scheme Document:** instruct its share registrar to despatch to the Shareholders the Scheme Document and the appropriate forms of proxy for use at the Scheme Meeting following approval thereof by the SGX-ST, provided that all of the Regulatory Approvals and the Court's order to convene the Scheme Meeting shall have been obtained;
8. **Court Order:** subject to the Scheme being approved by the requisite majority of the Shareholders at the Scheme Meeting, apply to the Court for the Court Order and for any ancillary orders relating thereto within such period determined by the Company (acting reasonably) in consultation with the Offeror;

9. **Registration of Court Order with ACRA:** subject to the Court Order being granted and all of the Scheme Conditions (other than the Scheme Condition relating to the lodgement of the Court Order with ACRA) having been fulfilled and/or waived, delivering the same to ACRA for lodgement on the earlier of (i) a date mutually agreed in writing between the Parties and (ii) the Long Stop Date;
10. **Implementation of the Scheme:** take all steps required to be taken by it in relation to the Scheme and use its best endeavours to procure that the Scheme is implemented on the terms set out in the Implementation Agreement and to be set out in the Scheme Document including complying with all procedures and processes imposed by the Court in connection with the Scheme;
11. **No Action:** subject and without prejudice to any legal or regulatory obligations of the Company, its directors' fiduciary duties and its rights under the Implementation Agreement, it will take no action which may be prejudicial to the successful completion of the Acquisition and/or the Scheme;
12. **Normal Dealing:** during the period between the date of the Implementation Agreement and the Effective Date or the termination of the Implementation Agreement, whichever is earlier (both dates inclusive), it will, and will procure that the other Principal Group Entities will, carry on their respective businesses only in the ordinary and usual course of business. Without prejudice to the generality of the foregoing and subject to **paragraph 13** below, it will not, and will procure that each Principal Group Entity (where applicable) will not, without the prior written consent of the Offeror (such consent not to be unreasonably conditioned, withheld or delayed):
 - (i) except as would not be material in the context of the Group as a whole, dispose of any assets, including shares or other interests in any Group Entity or in any other entity in which it has an interest to a third party, or voluntarily assume, acquire or incur any liabilities (including contingent liabilities);
 - (ii) create, or agree to create, any Encumbrance over its business or any assets, other than an Encumbrance created (a) to secure a Permitted Indebtedness or (b) in connection with any matter fairly disclosed in the Data Room Information;
 - (iii) enter into any guarantee, indemnity or other agreement to secure any obligation of a third party that is not a Group Entity except if such transaction is undertaken in the course of the Group's finance leasing business on an arm's length basis;
 - (iv) enter into any transaction with any shareholder and/or director of any Principal Group Entity except if such transaction is on an arm's length basis;
 - (v) amend (or agree to amend) any terms of, or waive (agree to waive) any right under, any agreement or arrangement to which any Principal Group Entity is a party or by which any Principal Group Entity is bound which would have a Material Adverse Effect;
 - (vi) incur any financial indebtedness, save for:

- (a) any convertible notes or other debt securities issued pursuant to (1) the corporate bond prospectus issued by Iowa China Offshore Holdings (Hong Kong) Limited dated 11 May 2016, and (2) the MTN programme prospectus issued by Iowa China Offshore Holdings (Hong Kong) Limited dated 12 October 2016 and registered with the National Association of Financial Market Institutional Investors;
- (b) the refinancing of any indebtedness of any Principal Group Entity which is fairly disclosed in the Data Room Information, where:
 - (I) the terms of the refinancing are generally more favourable than the existing terms; or
 - (II) the maturity date of such indebtedness being refinanced falls within the next 18 months at the time of the refinancing,

provided that in each case, there shall be no increase to the principal amount outstanding in respect of the indebtedness being refinanced; or
- (c) the incurrence of indebtedness for the acquisition of an asset or the development of an asset carried out in its ordinary and usual course of business,

(collectively, the “**Permitted Indebtedness**”);

- (vii) enter into, amend, or agree to amend, any contract or series of related contracts for capital expenditures exceeding US\$460,000,000, save for capital expenditure commitments which are fairly disclosed in the Data Room Information;
- (viii) adopt, amend, or agree to amend any employee benefit plans (including the Share Plans) or any employee compensation or benefits applicable to the Principal Group Entities;
- (ix) other than:
 - (a) termination for cause by the Principal Group Entity; and/or
 - (b) the voluntary resignation by any of the directors of the Company or the Key Managers,

amend, agree to amend, or unilaterally terminate any service agreements or terms and conditions of employment of any of the directors of the Company or the Key Managers; and
- (x) sell, transfer or otherwise dispose of any treasury shares of the Company to any person (other than (a) the Offeror or (b) the employees pursuant to the valid vesting and release of the Awards as permitted under **paragraph 14 (ii)** below).

13. Exceptions: notwithstanding **paragraph 12**, the Company or any Principal Group Entity shall not be prohibited or restricted from carrying out, or agreeing to carry out, any act or matter:

- (i) in the ordinary and usual course of business;
- (ii) disclosed in all public announcements and releases made by or on behalf of the Company or any of the Group Entities on the relevant stock exchange on which the Company or such Group Entity is listed (including the Accounts) and the annual reports released by the Company, in each case, from 1 January 2012 up to the date of the Implementation Agreement;
- (iii) required under applicable laws or regulations; or
- (iv) required to be carried out by the Company or any other Principal Group Entity under the Implementation Agreement or the Scheme.

Nothing in **paragraph 12** or this **paragraph 13** shall operate or be construed to exclude or diminish the obligations of the Company not to frustrate or adversely impact the Acquisition and/or the Scheme under Rule 5 of the Code; and

14. Awards and Plans:

- (i) it will not grant any further Awards or other rights to acquire Shares in the capital of the Company (other than the granting of up to 46,870,091 new Awards to the employees of the Group in the ordinary and usual course of business);
- (ii) it will not issue any new Shares other than pursuant to the valid vesting and release of (a) the Awards which are outstanding as at the date of the Implementation Agreement and (b) the new Awards which may be granted pursuant to **paragraph 14(i)**;
- (iii) subject to the obtaining of the Shareholders' Approval, it will procure that the committee of the Company administering the Share Plans exercises its discretion, pursuant to the relevant rules of the respective plans, so as to ensure that there will not be any outstanding Awards as at the Books Closure Date which are capable of vesting into Shares after the Books Closure Date, unless the members of such committee will be in breach of their fiduciary duties by so exercising their discretion; and
- (iv) it will ensure that the maximum potential issued share capital of the Company shall at no time exceed 4,805,892,481 Shares (excluding 147,049,032 treasury Shares).

Schedule 5
Undertaking Shareholders

Name of Undertaking Shareholder	Total Number of Shares Owned Legally and/or Beneficially	Number of Shares Owned Legally and/or Beneficially as a Percentage of the Total Number of Shares⁽¹⁾
Recosia China Pte Ltd	885,015,979	18.84%
Reco Benefit Private Limited	845,690,838	18.00%
TOTAL	1,730,706,817	36.84%

Notes:

- (1) Rounded to the nearest two decimal places.
- (2) Computed based on a total of 4,697,316,190 Shares (excluding 147,049,032 treasury Shares), being the number of Shares in issue as at the Joint Announcement Date.

Schedule 6
Disclosure of Interests in Company Securities by the Relevant Persons

No.	Name	Type of Relevant Securities	Number of Relevant Securities	Percentage of total number of Relevant Securities ⁽¹⁾⁽²⁾
1.	Khangai	Shares	74,278,292	1.58%
2.	HFMC	Shares	143,200	n.m.
3.	Gaoling	Shares	381,995,100	8.13%
4.	YHG	Shares	14,501,500	0.31%
5.	MZM	Shares	45,754,331 ⁽³⁾	0.97%
		Outstanding Awards granted pursuant to the PSP	10,140,900	-
		Outstanding Awards granted pursuant to the RSP	3,048,300	-
6.	DBS Bank Ltd.	Shares	872,573	0.02%

Notes:

- (1) Rounded to the nearest two decimal places.
- (2) Computed based on a total of 4,697,316,190 Shares (excluding 147,049,032 treasury Shares), being the number of Shares in issue as at the Joint Announcement Date.
- (3) This excludes MZM's deemed interest in 6,750,000 Shares which he has transferred to a counterparty pursuant to a financing transaction, in respect of which he will continue to retain financial exposure subject to certain specified cap and floor levels in respect of up to 6,750,000 Shares.