

NOBLE GROUP LIMITED

(Incorporated in Bermuda with limited liability)

**PROPOSED DISPOSAL OF 1,509,937,328 ORDINARY SHARES
IN THE SHARE CAPITAL OF NOBLE AGRI LIMITED****1. INTRODUCTION**

- 1.1 Noble Group Limited (the “**Company**” and together with its subsidiaries from time to time, “**Noble Group**”) wishes to announce that the Company and its wholly-owned subsidiary, Noble Agri International Limited (“**Seller**”), has on 23 December 2015 entered into a share sale agreement (“**Sale Agreement**”) with Viva Trade Investments Limited (“**Purchaser**”) and COFCO International Limited (“**CIL**”) in relation to the proposed sale by the Seller of 1,509,937,328 ordinary shares of par value US\$1.00 each (“**Sale Shares**”) in the capital of Noble Agri Limited (“**NAL**” and together with its subsidiaries from time to time, “**NAL Group**”) to the Purchaser in accordance with the terms and conditions of the Sale Agreement (“**Proposed Disposal**”). The Purchaser is an indirect wholly-owned subsidiary of CIL, which is in turn an indirect subsidiary of COFCO Corporation (“**COFCO**”).
- 1.2 Completion of the Proposed Disposal (“**Closing**”) is subject to, *inter alia*, the approval of the shareholders of the Company (“**Shareholders**”). Upon Closing, the Company will no longer hold any interest in NAL and NAL will cease to be an associated company of Noble Group.

2. DETAILS OF THE PROPOSED DISPOSAL**2.1 Consideration**

The consideration for the Proposed Disposal (“**Consideration**”) pursuant to the terms of the Sale Agreement comprises:

- 2.1.1 US\$750 million (“**Closing Amount**”) which shall be payable in cash by the Purchaser to the Seller upon Closing; plus
- 2.1.2 an amount (“**Deferred Consideration**”), as described in a deed of undertaking dated 23 December 2015 in relation to the Deferred Consideration entered into between CIL and the Company (“**Deferred Consideration Deed**”), which CIL will pay, or procure the payment of (including, without limitation, by the shareholders of the Exit Holding Company (as defined in the Schedule to this Announcement (“**Schedule**”)), the Exit Holding Company or its subsidiary), to the Company in cash upon the completion of an IPO (as defined in the Schedule) or a Trade Sale (as defined in the Schedule), provided that (i) the Equity Market Value of the Exit Holding Company (as defined in the Schedule) attributable to the current shareholders of CIL generates a positive return on investment for such shareholders on their investment in CIL as at the date of the completion of the IPO or Trade Sale and (ii) in the case of a Trade Sale or an IPO which

involves the sale of secondary shares, the shareholders of the Exit Holding Company (as defined in the Schedule) have received sufficient proceeds of sale to fund the payment of the Deferred Consideration. The Deferred Consideration, which shall be calculated in accordance with the formulae set out in the Schedule and is subject to various adjustments in respect of selected corporate actions, including *inter alia* as to dividends, disposals, mergers and consolidations and capital injections, is capped at US\$200 million.

The Consideration was arrived on a willing buyer willing seller basis, after arms' length negotiations between the Seller and the Purchaser, taking into account the book value of the NAL Group and its recent financial performance.

2.2 Conditions Precedent

Closing shall be conditional upon the satisfaction (or waiver by the Seller and/or the Purchaser, as the case maybe, and in accordance with the terms of the Sale Agreement) of the following conditions ("**Conditions Precedent**"):

2.2.1 the passing at a general meeting of the Company of resolutions to approve the sale of the Sale Shares pursuant to the Sale Agreement without amendment or the Singapore Exchange Securities Trading Limited ("**SGX-ST**") granting a waiver to the requirement for the passing of such resolutions ("**Noble Group Shareholder Approval Condition Precedent**"); and

2.2.2 the Purchaser (or its holding company on behalf of the Purchaser):

- (i) having lodged a notification for the purposes of:
 - (a) the Foreign Acquisitions and Takeovers Act 1975 (Cth) (the "**FATA**") and Foreign Acquisitions and Takeovers Regulations 2015 (Cth); and
 - (b) (to the extent applicable) Australia's foreign investment policy,

with the Australian Foreign Investment Review Board of the Purchaser's proposal to acquire the Sale Shares and carry out the transactions contemplated under the terms of the Sale Agreement; and
- (ii) either:
 - (a) having received confirmation in writing given by or on behalf of the Treasurer of Australia (the "**Treasurer**") indicating either that the Treasurer has no objection to such proposal or that such proposal is exempt; or

- (b) the statutory time period during which the Treasurer may object to the proposal under the FATA having expired without the Treasurer making a determination on such proposal.

If the Noble Group Shareholder Approval Condition Precedent is not satisfied or waived in accordance with the terms of the Sale Agreement on or before 30 June 2016 (“**Long Stop Date**”) and the Condition Precedent set out in paragraph 2.2.2 above (“**FIRB Approval Condition Precedent**”) is satisfied or waived in accordance with the terms of the Sale Agreement on or before the Long Stop Date, the Purchaser may elect by notice in writing to the other parties to immediately terminate the Sale Agreement.

If the FIRB Condition Precedent is not satisfied or waived in accordance with the terms of the Sale Agreement on or before the Long Stop Date, the Seller and the Purchaser shall co-operate and discuss in good faith a new date for the satisfaction or waiver of the FIRB Condition Precedent. If the Seller and the Purchaser are unable to agree on a new date for the satisfaction or waiver of the FIRB Condition Precedent, either the Seller or the Purchaser may, in its sole discretion, immediately terminate the Sale Agreement by providing written notice to the other parties, provided that the Purchaser shall not have the right to terminate the Sale Agreement unless it has used its reasonable endeavours to ensure satisfaction of the FIRB Condition Precedent and the Seller shall not have the right to terminate the Sale Agreement unless the Noble Group Shareholder Approval Condition Precedent is satisfied or waived in accordance with the Sale Agreement.

2.3 Financing Arrangements

In respect of all guarantees given by any member of Noble Group (other than a NAL Group member) before Closing under any third party loan or financing agreement in respect of the obligations of a member of the NAL Group under such third party loan or financing agreement (“**Noble Group Guarantees**”), the Seller and the Purchaser shall use all reasonable endeavours to agree with each lender beneficiary of the Noble Group Guarantees, as soon as practicable after Closing and not later than four months after Closing:

- 2.3.1 the replacement of the existing Noble Group Guarantees by new guarantees given by COFCO (Hong Kong) Limited (“**CHKL**”) or its affiliates, in a form reasonably satisfactory to the relevant lender beneficiary(s), in respect of the obligations of all NAL Group members under a third party loan or financing agreement for which a Noble Group Guarantee is then in force and effect; or
- 2.3.2 the release of each relevant member of Noble Group (other than a NAL Group member) from further performance and liabilities under a Noble Group Guarantee then in force and effect. CIL shall procure CHKL to enter into a counter-indemnity agreement to indemnify and keep indemnified the Seller.

On or before Closing, CIL shall procure CHKL to indemnify and keep indemnified the Seller in full and on demand, and hold the Seller harmless, from and against all losses suffered or incurred by any member of Noble Group in its capacity as a guarantor under any Noble Group Guarantee as a result of a default after Closing by any member of the NAL Group of its payment obligations under the relevant third party loan or financing agreement.

3. INFORMATION ON NAL AND THE SALE SHARES

3.1 NAL

NAL was incorporated as a company limited by shares in Bermuda under the Companies Act 1981 of Bermuda on 17 July 2009. The NAL Group engages in the agricultural trading and processing businesses which it originates from low-cost producing regions such as South America, South Africa, East Europe, India, and Australia, to supply regions with high demand, such as Asia and the Middle East. The NAL Group handles a diverse range of agricultural products, including grains, oilseeds, sugar and coffee.

Based on the audited consolidated financial statements of the NAL Group for the financial year ended 31 December 2014 (“FY2014”), the NAL Group’s revenue for FY2014 was approximately US\$14.8 billion.

3.2 Sale Shares – Asset Value

As at 30 September 2015, based on the latest announced unaudited consolidated financial information of Noble Group for the nine months ended 30 September 2015 (“Noble Group 3Q2015 Results”), the carrying value of the Sale Shares was approximately US\$1.3 billion.

Assuming, for illustrative purposes only, that the Consideration is US\$750 million¹ (based on an assumed Deferred Consideration of US\$0.00), the deficit of the Consideration of US\$750 million¹ over the carrying value of the Sale Shares as at 30 September 2015 (as set out in the preceding paragraph) is approximately US\$546 million.

3.3 Sale Shares – Net Loss

The net loss incurred by the Company before income tax, minority interests and extraordinary items attributable to the Sale Shares, based on the Noble Group 3Q2015 Results, is approximately US\$140 million.

¹ Assuming, for illustrative purposes only, that the Deferred Consideration is US\$0.00.

3.4 **Loss on Proposed Disposal**

The estimated loss on the Proposed Disposal is approximately US\$546 million based on an assumed Consideration of US\$750 million¹ and the carrying value of the Sale Shares as at 30 September 2015. The Closing Amount of US\$750 million shall be payable in cash and is therefore significantly cash accretive. However, the estimated loss on the Proposed Disposal, which is not attributable to cash flow, will be accounted for by the Company as a loss on supply chain assets in its financial statements and is expected to materially adversely affect the profits of Noble Group for the financial year ending 31 December 2015.

4. **INFORMATION ON THE PURCHASER, CIL AND COFCO**

4.1 **Purchaser**

Based on publicly available information, the Purchaser is a company incorporated in the British Virgin Islands and is a wholly-owned subsidiary of CIL, which is in turn an indirect subsidiary of COFCO. The Purchaser is engaged in the business of investment holding.

4.2 **CIL**

A subsidiary of COFCO, CIL is a company incorporated in Cayman Islands and indirectly holds a majority stake in NAL and Nidera (a major international agribusiness and trading company founded in Rotterdam in 1920). CIL engages in investment management on behalf of its shareholders with the objective of driving the synergies of the businesses of NAL and Nidera with COFCO. CIL's shareholders include COFCO and a consortium of reputable private equity funds and institutional investors.

4.3 **COFCO**

Founded in 1949, COFCO is a leading supplier of agricultural products, diversified foodstuffs and services in China, integrating agri-trading, logistics, processing, production and sale links, and providing grain and oil products to one quarter of global population. Aiming to meet the market's need with a global horizon, COFCO closely connects its corporate development with supply and demand situation of global grain and foodstuffs. COFCO creates a wholly-new business model to build a fully-integrated value chain covering all links from the farmland to the dining table.

Relying on its global network and domestic storage and logistics presence, COFCO makes grain production and circulation more efficient. COFCO owns global producing and purchasing platforms and trading network, involving plantation, purchasing, storage, logistics and port facilities, and also establishes the stable grain corridor between the largest producing areas and Asian emerging markets with highest demand increase in grain.

COFCO's value chain now extends to origination and husbandry, logistics and storage, raw materials processing, biofuels, branded food production and sales, hotels and real estate, financial services, among others. COFCO is committed to building its core competencies at each stage of the value chain and maximizing value for our stakeholders, customers and employees. With its good business performance, COFCO has consecutively been ranked among the world's Fortune 500 companies, and tops the list of Top 100 companies of China's food industry.

5. RATIONALE FOR THE PROPOSED DISPOSAL AND USE OF PROCEEDS

5.1 Rationale

The Proposed Disposal delivers on the Company's commitment to generate in excess of US\$500 million through asset disposals and/or strategic transactions. It will further strengthen the Company's balance sheet and has a material positive impact on credit metrics. Simultaneously, Noble Group has also released the cross funding guarantee for NAL Group earlier than previously anticipated.

Although Noble Group continues to strongly believe that the long-term strategic rationale for the NAL joint venture is compelling, returns on NAL have dragged Noble Group's returns lower over the past years. Excluding one-off items, the transaction is materially accretive to Noble Group's net income for the first nine months of 2015 on a pro forma basis.

The deferred payment mechanism will allow Noble Group to retain future value upside from NAL.

While Noble Group has always maintained industry leading access to liquidity, in an environment in which access to liquidity has to be proven, this transaction further enhances Noble Group's conservative funding profile. Against this background of enhanced liquidity, it should also be borne in mind that the continued decline in commodity prices is also a significant additional benign influence; it allows Noble Group to maintain volumes and extract working capital, or to grow volumes without the need for additional capital input.

5.2 Use of Proceeds

The estimated net cash proceeds arising from the Proposed Disposal (after deducting the estimated transaction costs relating to the Proposed Disposal and assuming, for illustrative purposes only, that the Consideration is US\$750 million¹) will amount to approximately US\$748 million ("**Net Proceeds**").

It is expected that the Net Proceeds may be utilised for repayment of existing debt.

6. PRO FORMA FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

6.1 Assumptions

The pro forma financial effects of the Proposed Disposal as set out below are prepared purely for illustration only and do not reflect the actual future financial situation of Noble Group after the Proposed Disposal. The pro forma financial effects have been prepared based on (i) the audited consolidated financial statements of Noble Group for FY2014 (“**Noble Group FY2014 Results**”), such financial year being the most recently completed financial year and (ii) the Noble Group 3Q2015 Results, and on the assumption, for illustrative purposes only, that the Consideration is US\$750 million¹.

6.2 NTA – FY2014

Purely for illustrative purposes only and assuming that the Proposed Disposal had been completed on 31 December 2014, being the end of FY2014, the effect on the net tangible assets (“**NTA**”) per share of the Company (“**Share**”) as at 31 December 2014 is as follows:

	Before the Proposed Disposal	After the Proposed Disposal
NTA (US\$'000)	4,342,444	3,963,837
NTA per Share (US\$)	0.64	0.59

6.3 NTA – 3Q2015

Purely for illustrative purposes only and assuming that the Proposed Disposal had been completed on 30 September 2015, being the end of the nine months ended 30 September 2015 (“**3Q2015**”), the effect on the NTA per Share as at 30 September 2015 is as follows:

	Before the Proposed Disposal	After the Proposed Disposal
NTA (US\$'000)	4,375,772	4,116,501
NTA per Share (US\$)	0.67	0.63

6.4 Book Value – FY2014

Purely for illustrative purposes only and assuming that the Proposed Disposal had been completed on 31 December 2014, being the end of FY2014, the effect on the book value per Share as at 31 December 2014 is as follows:

	Before the Proposed Disposal	After the Proposed Disposal
Book value (US\$'000)	5,063,965	4,398,619
Book value per Share (US\$)	0.75	0.65

6.5 **Book Value – 3Q2015**

Purely for illustrative purposes only and assuming that the Proposed Disposal had been completed on 30 September 2015, being the end of 3Q2015, the effect on the book value per Share as at 30 September 2015 is as follows:

	Before the Proposed Disposal	After the Proposed Disposal
Book value (US\$'000)	5,079,941	4,533,931
Book value per Share (US\$)	0.78	0.69

6.6 **Earnings – FY2014**

Purely for illustrative purposes only and assuming that the estimated loss on the Proposed Disposal of approximately US\$546 million had its impact on 1 January 2014, being the beginning of FY2014, the pro forma financial effects on the earnings per Share for FY2014 are as follows:

	Before the Proposed Disposal	After the Proposed Disposal
Profit attributable to the Shareholders (US\$'000)	132,031	(413,979)
Less: Capital securities dividend (US\$'000)	(28,862)	(28,862)
Adjusted profit attributable to the Shareholders (US\$'000)	103,169	(442,841)

Weighted average number of Shares ('000)	6,464,373	6,464,373
Earnings per Share (US cents)	1.60	(6.85)

6.7 Earnings – 3Q2015

Purely for illustrative purposes only and assuming that the estimated loss on the Proposed Disposal of approximately US\$546 million had its impact on 1 January 2015, being the beginning of 3Q2015, the pro forma financial effects on the earnings per Share for 3Q2015 are as follows:

	Before the Proposed Disposal	After the Proposed Disposal
Profit attributable to the Shareholders (US\$'000)	193,904	(352,106)
Less: Capital securities dividend (US\$'000)	(18,000)	(18,000)
Adjusted profit attributable to the Shareholders (US\$'000)	175,904	(370,106)
Weighted average number of Shares ('000)	6,516,205	6,516,205
Earnings per Share (US cents)	2.70	(5.68)

6.8 Share Capital

The Proposed Disposal will not have any impact on the issued share capital of the Company.

7. CHAPTER 10 OF THE LISTING MANUAL

7.1 Rule 1006 Relative Figures for the Proposed Disposal

The relative figures in relation to the Proposed Disposal computed on the relevant bases set out in Rule 1006 of the listing manual (“**Listing Manual**”) of the SGX-ST are as follows:

Rule 1006	Bases	Relative Figures (%)
(a)	Net asset value of the Sale Shares as compared with Noble Group's net asset value ⁽¹⁾	26
(b)	Net profits/(losses) attributable to the Sale Shares compared with Noble Group's net profits ⁽²⁾	-69
(c)	The maximum consideration which may be received ⁽³⁾ compared with the market capitalisation ⁽⁴⁾ of the Company	47

Notes:

- (1) The net asset value attributable to the Sale Shares is the carrying value of the Sale Shares based on the Noble Group 3Q2015 Results. The net asset value of Noble Group is based on the Noble Group 3Q2015 Results.
- (2) Net profits/losses is defined as profit/loss before income tax, minority interest and extraordinary items. The net loss incurred by the Company attributable to the Sale Shares based on the Noble Group 3Q2015 Results is approximately US\$140 million. The Noble Group's net profits based on the Noble Group 3Q2015 Results is approximately US\$202 million.
- (3) Assuming, for illustrative purposes only and in accordance with Rule 1006 of the Listing Manual, a maximum Consideration of US\$950 million, comprising the Closing Amount of US\$750 million and the maximum Deferred Consideration of US\$200 million.
- (4) The market capitalisation of the Company is based on a total number of 6,535,409,562 Shares in issue (excluding treasury shares) as at 22 December 2015, at the volume-weighted average price of S\$0.4354 per Share transacted on 22 December 2015, being the market day preceding the date of the Sale Agreement, and an exchange rate of US\$1.00 to S\$1.4047.

7.2 Rule 1014

Rule 1014 of the Listing Manual states, *inter alia*, that where any of the relative figures as computed on the bases set out in Rule 1006 of the Listing Manual exceeds 20%, the transaction is classified as a "major transaction" and must be made conditional upon approval by the Shareholders in general meeting. As the relative figures for the Proposed Disposal computed on the relevant bases set out in Rule 1006 of the Listing Manual exceed 20%, the Proposed Disposal is classified as a "major transaction" for the purposes of Chapter 10 of the Listing Manual and is subject to approval of the Shareholders in general meeting.

The Company intends to convene a special general meeting ("**SGM**") to seek approval of the Shareholders for the Proposed Disposal. A circular containing further information relating to the Proposed Disposal, together with a notice of SGM, will be despatched to Shareholders in due course.

8. VOTING UNDERTAKING

Mr. Richard Samuel Elman (“**Mr. Elman**”) has a deemed aggregate interest in a total of 1,436,327,737 Shares (“**NHL Shares**”). The NHL Shares represent approximately 21.98% of the issued Shares and are held as follows:

8.1 1,419,379,510 NHL Shares are held by Noble Holdings Limited (“**NHL**”), a company registered in Bermuda and which is beneficially owned by a discretionary trust, the beneficiaries of which include the children of Mr. Elman but not Mr. Elman himself. Fleet Overseas (New Zealand) Limited (“**Trustee**”) is the trustee of the discretionary trust; and

8.2 16,948,227 NHL Shares are held by a wholly-owned subsidiary of NHL.

Mr. Elman will provide an irrevocable undertaking to the Purchaser and CIL to recommend to the Trustee to exercise, in person or by proxy or representative, all voting rights attached to the NHL Shares in favour of the resolution(s) to be put forward at the SGM relating to the Proposed Disposal.

9. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Mr. Yu Xubo (Patrick), a non-executive director of the Company, is also the president of COFCO. Save as disclosed in this Announcement and save for their interests in the Shares (if any), none of the directors or controlling shareholders of the Company has any interest, direct or indirect, in the Proposed Disposal.

10. DIRECTORS' SERVICE CONTRACTS

No person is proposed to be appointed as a director of the Company in connection with the Proposed Disposal. Accordingly, no service contract is proposed to be entered into between the Company and any such person in connection with the Proposed Disposal.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Sale Agreement and the Deferred Consideration Deed are available for inspection during normal business hours at the registered office of the Company at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda and at the offices of Allen & Gledhill LLP, 30th Floor, One Marina Boulevard, Singapore 018989 for a period of three months commencing from the date of this Announcement.

NOBLE GROUP LIMITED
23 December 2015

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About Noble Group

Noble Group (SGX: N21) manages a portfolio of global supply chains covering a range of industrial and energy products, as well as having a 49% interest in Noble Agri, its agricultural partnership with COFCO. Operating from over 60 locations, Noble facilitates the marketing, processing, financing and transportation of essential raw materials. Sourcing bulk commodities from low cost regions such as South America, South Africa, Australia and Indonesia, the Group supplies high growth demand markets, particularly in Asia and the Middle East. We are ranked number 77 in the 2015 Fortune Global 500. For more information please visit www.thisisnoble.com.

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SCHEDULE

Determination of Deferred Consideration

Pursuant to the terms of the Deferred Consideration Deed, the Deferred Consideration shall be determined as follows, capped at US\$200 million:

$$\text{Deferred Consideration} : 5\% \times (A - B)$$

Where:

- A** : Asset Market Value of the First Holding Company Attributable to NAL; and
- B** : NAL Cost Basis

The “**Asset Market Value of the First Holding Company Attributable to NAL**” shall be determined as follows:

$$\text{Asset Market Value of the First Holding Company Attributable to NAL} : (C + D) \times E$$

Where:

- C** : Equity Market Value of the First Holding Company;
- D** : Liabilities of the First Holding Company; and
- E** : NAL Ratio of First Holding Company

The “**Equity Market Value of the First Holding Company**” shall be determined as follows:

$$\text{Equity Market Value of the First Holding Company} : \frac{F}{G}$$

Where:

- F** : Asset Market Value of the stake in the First Holding Company held by the Second Holding Company; and

G : Percentage stake in the First Holding Company held by the Second Holding Company

The “**Asset Market Value of the stake in the First Holding Company held by the Second Holding Company**” shall be determined as follows:

$$\text{Asset Market Value of the stake in the First Holding Company held by the Second Holding Company} : (H + I) \times J$$

Where:

H : Equity Market Value of the Second Holding Company;

I : Liabilities of the Second Holding Company; and

J : NAL Ratio of Second Holding Company

The “**Equity Market Value of the Second Holding Company**” shall be determined as follows:

$$\text{Equity Market Value of the Second Holding Company} : \frac{K}{L}$$

Where:

K : Asset Market Value of the stake in the Second Holding Company held by the Third Holding Company; and

L : Percentage stake in the Second Holding Company held by the Third Holding Company

The “**Asset Market Value of the stake in the Second Holding Company held by the Third Holding Company**” shall be determined as follows:

$$\text{Asset Market Value of the stake in the Second Holding Company held by the Third Holding Company} : (M + N) \times O$$

Where:

- M** : Equity Market Value of the Third Holding Company;
- N** : Liabilities of the Third Holding Company; and
- O** : NAL Ratio of Third Holding Company

If the First Holding Company, Second Holding Company or Third Holding Company is the Exit Holding Company, then the Equity Market Value of such holding company shall be the Equity Market Value of the Exit Holding Company.

If there are intermediate holding companies between the Exit Holding Company and NAL (other than the First Holding Company, Second Holding Company and the Third Holding Company), the provisions set out above (as well as in the Deferred Consideration Deed) shall apply *mutatis mutandis* to determine the Equity Market Value, Asset Market Value and NAL Ratio of each such intermediate holding company.

Various adjustments shall be made to the foregoing in respect of selected corporate actions, including *inter alia* as to dividends, disposals, mergers and consolidations and capital injections.

For the purposes of this Announcement:

“**Controls**” means, in relation to any company, (i) the ownership of more than 50% of the shares in issue or other equity interests or registered capital of such company; or (ii) the power to direct the management or policies of such company, whether through the ownership of more than 50% of the voting rights of such company, through the power to appoint a majority of the members of the board of directors or similar governing body of such company, through contractual arrangements or otherwise;

“**Equity Market Value of the Exit Holding Company**” means the equity value of 100% of the Exit Holding Company which (i) in the case of an IPO, shall be equal to the pre-money fully diluted share capital of the Exit Holding Company multiplied by the US dollar equivalent of the IPO price per share of the Exit Holding Company or (ii) in the case of a Trade Sale, shall be equal to the implied equity value for 100% of the Exit Holding Company based on the purchase price or consideration for such Trade Sale, as may be adjusted in accordance with the terms and conditions of the Deferred Consideration Deed;

“Exit Date” means (i) in the case of an IPO, the date on which the shares of the Exit Holding Company are first listed on the stock exchange and (ii) in the case of a Trade Sale, the date on which the sale of the shares of the Exit Holding Company is completed;

“Exit Holding Company” means, as at the date of the Deferred Consideration Deed, CIL, and in relation to an IPO or a Trade Sale, CIL or such other holding company (as the case may be) that owns all or substantially all of the assets of the Exit Holding Company and its subsidiaries from time to time (including without limitation the shares of NAL) which is the subject of the IPO or the Trade Sale;

“First Holding Company” means the Holding Company that holds the shares of and Controls NAL;

“Holding Company” means any intermediate holding company that is between NAL and the Exit Holding Company;

“IFRS” means International Financial Reporting Standards issued and/or adopted by the International Accounting Standards Board from time to time;

“Investment Cost” means, in relation to a stake in a Holding Company (i.e. subsidiary company) held by its immediate Holding Company (i.e. parent company), the carrying value of the holding of the parent company in the subsidiary company as at the Last Accounts Date as determined from the Last Accounts;

“IPO” means an initial public offering and listing of, and permission to deal in, the shares of the Exit Holding Company on The Stock Exchange of Hong Kong Limited or any other internationally recognised stock exchange;

“Last Accounts” means, in respect of any company, the following (whichever is available closer to the Exit Date or date of the relevant event, as applicable): (i) the most recently available audited annual unconsolidated financial statements of such company as audited by the auditors of the Exit Holding Company in accordance with IFRS; or (ii) the most recently available unaudited quarterly unconsolidated financial statements of such company as reviewed by the auditors of the Exit Holding Company in accordance with IFRS; or (iii) in the event that (i) and (ii) are not available, the most recently available unaudited quarterly unconsolidated management accounts of such company;

“Last Accounts Date” means the reference date of the Last Accounts;

“Liabilities” means in respect of a Holding Company, the carrying value (being an absolute value) of all liabilities of such Holding Company as at the Last Accounts Date as determined from the Last Accounts;

“NAL Cost Basis” means US\$2,213,124,541;

“NAL Investment Cost” means the carrying value of the holding of the First Holding Company in NAL as at the Last Accounts Date as determined from the Last Accounts, as may be adjusted in accordance with the terms of the Deferred Consideration Deed;

“**NAL Ratio of First Holding Company**” means the ratio of the NAL Investment Cost to the Total Assets of the First Holding Company (for the avoidance of doubt, the NAL Ratio of First Holding Company shall not exceed 100%);

“**NAL Ratio of Second Holding Company**” means the ratio of the Investment Cost of the stake held in the First Holding Company by the Second Holding Company to the Total Assets of the Second Holding Company (for the avoidance of doubt, the NAL Ratio of Second Holding Company shall not exceed 100%);

“**NAL Ratio of Third Holding Company**” means the ratio of the Investment Cost of the stake held in the Second Holding Company by the Third Holding Company to the Total Assets of the Third Holding Company (for the avoidance of doubt, the NAL Ratio of Third Holding Company shall not exceed 100%);

“**Second Holding Company**” means the Holding Company that holds the shares of and Controls the First Holding Company;

“**Third Holding Company**” means the Holding Company that holds the shares of and Controls the Second Holding Company;

“**Total Assets**” means, in respect of a Holding Company, the carrying value of all assets of such Holding Company as at the Last Accounts Date as determined from the Last Accounts; and

“**Trade Sale**” means a sale (whether through a single transaction or series of related transactions) of more than 50% of the shares of the Exit Holding Company or a sale by the Exit Holding Company of all or substantially all of the businesses or assets of the Exit Holding Company and its subsidiaries from time to time, at the relevant time (other than a reorganisation or restructuring in which the holders of more than 50% of the beneficial ownership of the shares of the Exit Holding Company immediately prior to such reorganisation or restructuring continue to hold or control more than 50% of the beneficial ownership of shares of the Exit Holding Company immediately following such reorganisation or restructuring).