

# VOLUNTARY CONDITIONAL GENERAL OFFER

for and on behalf of



**HALCYON AGRI CORPORATION LIMITED**  
(Company Registration Number: 200504595D)  
(Incorporated in the Republic of Singapore)

to acquire all the issued and paid-up ordinary shares in the capital of



**GMG GLOBAL LTD**  
(Company Registration Number: 199904244E)  
(Incorporated in the Republic of Singapore)

other than those held by GMG as treasury shares and those already owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with the Offeror as at the date of the Offer

by



Deutsche Bank AG, Singapore Branch

OFFER DOCUMENT DATED 9 SEPTEMBER 2016

**THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

Deutsche Bank AG, Singapore Branch ("Deutsche Bank") is acting for and on behalf Halcyon Agri Corporation Limited (the "Offeror" or "Halcyon Agri"), and does not purport to advise the shareholders of GMG Global Ltd ("GMG"). In preparing its letter to the shareholders of GMG ("GMG Shareholders") for and on behalf of the Offeror, Deutsche Bank has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any of the GMG Shareholders.

The views of the independent directors of GMG (the "Independent Directors") and the independent financial adviser to the independent directors of GMG on the Offer will be made available to you in due course. You may wish to consider their views before taking any action in relation to the Offer.

If you have sold or transferred all of your GMG Shares (as defined herein) held through The Central Depository (Pte) Limited ("CDP"), you need not forward this Offer Document and the accompanying Form of Acceptance and Authorisation ("FAA") to the purchaser or transferee as arrangements will be made by CDP for a separate Offer Document and FAA to be issued to the purchaser or the transferee. If you have sold or transferred all of your GMG Shares which are not deposited with CDP, you should immediately forward this Offer Document and the accompanying Form of Acceptance and Transfer ("FAT") to the purchaser of the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or the transferee. However, such documents should not be forwarded or transmitted to any jurisdiction outside of Singapore.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Document.

This Offer Document contains important information including

## WHAT YOU GET

for your shares in GMG if you validly accept the Offer,

## WHEN

the Offer opens and closes,

And

## HOW

to accept the Offer

**OFFER CONSIDERATION**  
**0.9333 HAC Shares**  
for each GMG Share

**OFFER CLOSES**  
**5.30 p.m. (Singapore time) on**  
**7 October 2016**

or such later date(s) as may be announced from time to time by or on behalf of the Offeror



We keep the world moving...





# What will you receive?

If you accept the Offer, you will be **swapping your shareholding in GMG** for a **shareholding in the Enlarged Halcyon Agri Group**. Upon completion of the merger transactions, the **Enlarged Halcyon Agri Group** will be a world leading natural rubber supply chain manager.

## Profile of the Enlarged Halcyon Agri Group

Pro-forma group revenue of US\$2.3 billion in FY2015

Largest SGX-ST listed natural rubber company by market capitalisation<sup>(a)</sup>



ORIGINATE

**193,000** ha<sup>(b)</sup>  
rubber plantation land

Africa & Malaysia  
plantations

Global procurement reach



PRODUCE

**1.5 million** mT<sup>(b)</sup>  
production capacity



**6** countries

**32** Production  
Facilities

**HEVEA PRO**<sup>(c)</sup>



DISTRIBUTE

Sales presence &  
logistics assets in



**36**

cities worldwide

## Extensive global operations

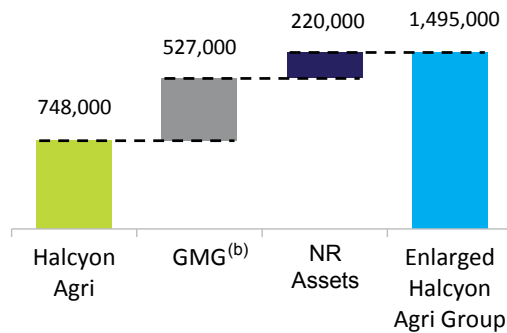


## Benefits of the merger

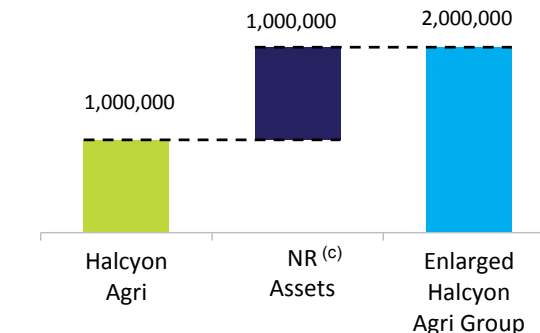
### Scale

Combining 3 businesses to create a global leader

Annual production capacity<sup>(a)</sup>  
(tonnes per annum)



Annual distribution capability<sup>(a)</sup>  
(tonnes per annum)



### Scope

- Production of Technically Specified Rubber of Indonesian, Malaysian, Chinese, Thai and African origins
- Increasing number of grades of natural rubber that Enlarged Halcyon Agri Group can produce
- Offering of comprehensive product suite to customers



### Synergies

#### Significant synergy opportunities

**Network benefits:** Connecting multiple production facilities with distribution reach to meet global customer demand

**Targeting to be the lowest cost/highest quality producer:** Leveraging best practices across extensive asset base to target becoming a lowest cost producer of the highest quality products

**Corporate & administrative cost savings:** Common corporate / administrative infrastructure and economies of scale

**Financing costs:** Leveraging the expanded scale of the group's operations to access more efficient financing

### Reach

Combining Halcyon Agri's distribution strength in Europe, the United States and South East Asia with Sinochem's reach into China

(a) Market capitalisation based on 1,595,018,126 Halcyon Agri shares, assuming acceptance of the GMG VGO is 100%, and last transacted price per Halcyon Agri share on 30 August 2016

(b) Metrics include GMG's associate, SIAT S.A.

(c) Technically Specified Rubber of Indonesian and Malaysian origins, processed to a particular range of specifications and parameters

(a) Based on the latest available information as of the Latest Practicable Date

(b) Metrics include GMG's associate, SIAT S.A.

(c) Includes GMG's distribution through the rubber trading division of SIO (which is part of the NR Assets)

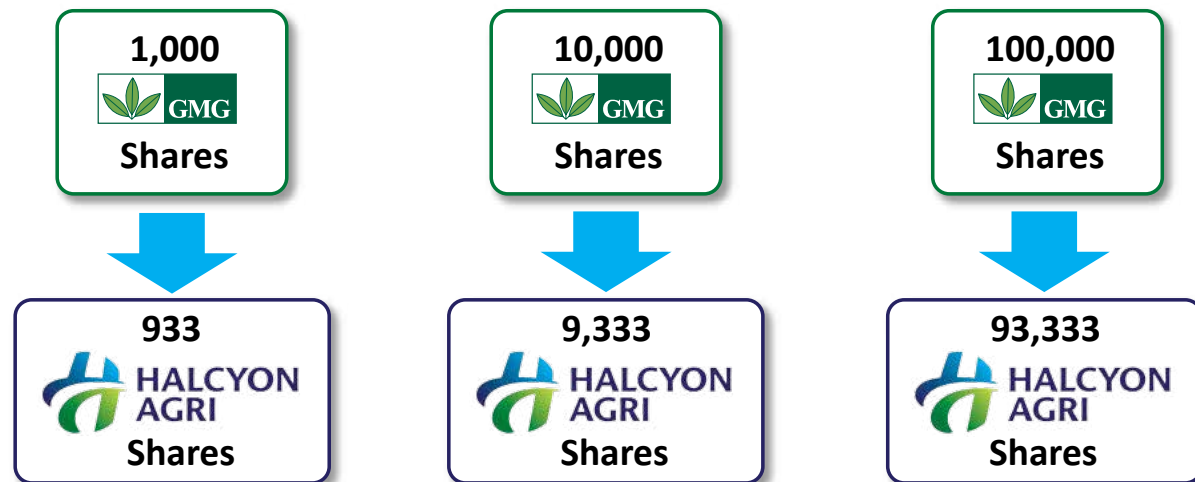
# What will you receive?

## What do I get for my GMG Shares?

You will receive:

**0.9333** Halcyon Agri shares for each GMG share

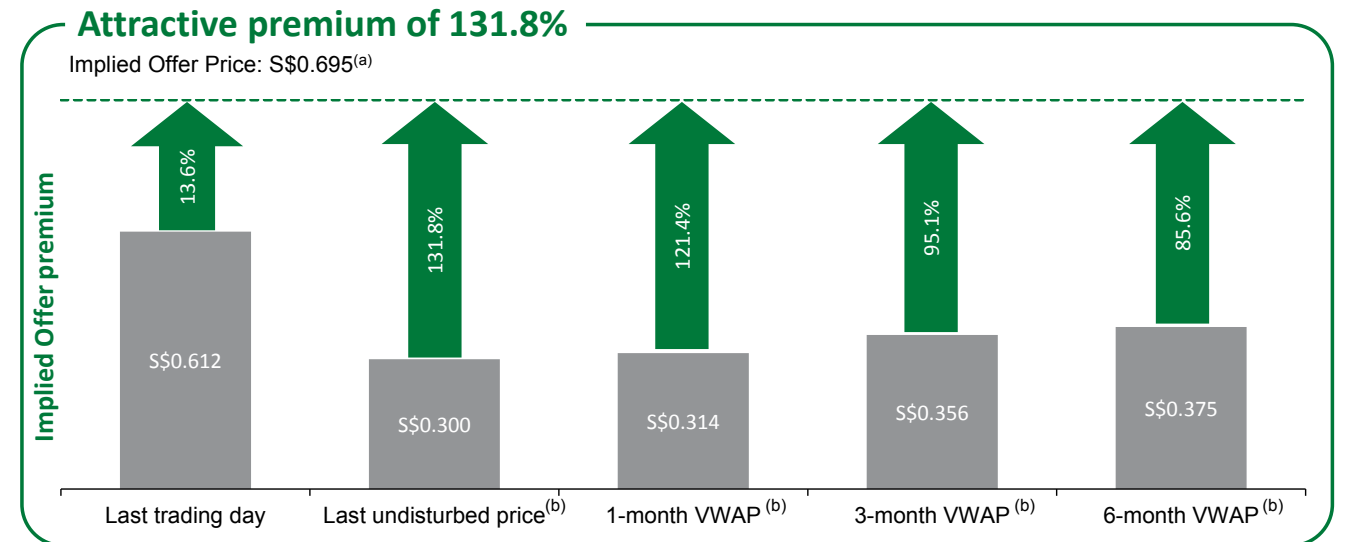
Illustration:



Swapping your GMG shares for Halcyon Agri shares enables you to participate in the benefits of the Enlarged Halcyon Agri Group

Halcyon Agri will NOT increase the Offer Consideration

Halcyon Agri does not intend to maintain the listing status of GMG after the close of the Offer if free float of GMG is less than 10%



(a) Implied Offer Price based on last transacted price per Halcyon Agri share on 30 August 2016, being the Latest Practicable Date

(b) Up to 11 January 2016, being the Last Undisturbed Trading Day

Source: Bloomberg L.P.

## Frequently asked questions

- What has happened since the release of the Pre-Conditional Offer Announcement on 28 March 2016?**

  - On 28 March 2016, Deutsche Bank announced, for and on behalf of Halcyon Agri, that subject to the satisfaction or waiver of the Pre-Conditions, Halcyon Agri intends to make the Offer for all the GMG Shares.
  - On 23 August 2016, Deutsche Bank, announced for and on behalf of Halcyon Agri, that all the Pre-Conditions had been satisfied and accordingly, announced Halcyon Agri's firm intention to make the Offer for all the GMG Shares.
- What is the condition to the Offer?**

  - The Offer is conditional upon Halcyon Agri receiving valid acceptances which would result in Halcyon Agri holding more than 50% of the issued shares in GMG (excluding treasury shares).
  - Halcyon Agri has procured an irrevocable undertaking from SIO to accept the Offer for all its 51.12% interest in GMG.
  - Accordingly, the Offer will become unconditional as to acceptances upon SIO tendering its GMG Shares in acceptance of the Offer.**
- When will I get my Halcyon Agri Shares if I tender my GMG shares?**

  - You will receive Halcyon Agri Shares **within 7 business days** after, the later of:
    - the Offer becomes or is declared unconditional; OR
    - your valid acceptance is received.

# When will the offer open and close?

## Key dates

<b>9 September 2016</b>	 <b>Offer opens</b>
<b>By 23 September 2016</b>	 <b>GMG Global to despatch Offeree Circular with IFA opinion</b>
<b>12.00 p.m. on 28 September 2016</b>	 <b>Halcyon Agri hosting special briefing for GMG shareholders</b> <b>Venue: Stamford Ballroom, Level 4, Raffles City Convention Centre</b>
<b>5.30 p.m. on 7 October 2016<sup>(a)</sup></b>	<b>Offer closes</b>

(a) Or such other date(s) as may be announced from time to time by or on behalf of the Offeror

The Offer will open for acceptance from 9 September 2016 and will close at 5.30 p.m. (Singapore time) on 7 October 2016 or such other date(s) as may be announced from time to time by or on behalf of the Offeror.

## Who can you call if you need help

Please call Deutsche Bank at +65 6423 5760 during office hours if you have any enquiries about the Offer, or if you need assistance to complete the relevant Acceptance Forms.

## Websites

Copies of this Offer Document, the Acceptance Forms and other information pertaining to the Offer may also be found on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com) or on the website for the Offer at [www.halcyonagri.com](http://www.halcyonagri.com).

## Important notice

The information in this section is a summary of the Offer and is qualified by, and should be read in conjunction with, the full information contained in the rest of this Offer Document. In the event of any inconsistency or conflict between the terms of this section and the rest of this Offer Document, the terms set out in the rest of this Offer Document shall prevail.

Nothing in this section is intended to be, or shall be taken as, advice, recommendation or solicitation to the Shareholders or any other party. Deutsche Bank is acting for and on behalf of the Offeror and does not purport to advise any Shareholder.

Shareholders are advised to exercise caution when dealing in their GMG Shares and refrain from taking any action in relation to their GMG Shares which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the Independent Directors as well as the advice of the independent financial adviser as set out in GMG's circular to Shareholders which is required to be despatched within 14 days of the posting of this Offer Document.

# How can you accept the offer?

- 1 Look for the FAA / FAT appended to the Offer Document
- 2 Check or fill in your personal particulars and Securities Account Number / Share Certificate No(s)
- 3 Under **Part A**, fill in the number of GMG Shares that you wish to tender in acceptance of the Offer
- 4 Fill in the applicable date and proceed to sign off on the bottom right hand corner of the FAA / FAT

## Form of Acceptance and Authorisation

THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR GMG SHARES (THE "FAA") IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITORS WHOSE NAMES APPEAR BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAA RELATES TO THE OFFER DOCUMENT DATED 9 SEPTEMBER 2016 (THE "OFFER DOCUMENT") IN RELATION TO THE OFFER, UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE. CAPITALISED TERMS USED IN THIS FAA BEAR THE SAME MEANING AScribed IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT.

**VOLUNTARY CONDITIONAL GENERAL OFFER BY DEUTSCHE BANK AG, SINGAPORE BRANCH (THE "FINANCIAL ADVISER") FOR AND ON BEHALF OF HALCYON AGRICULTURE CORPORATION LIMITED (THE "OFFEROR") TO ACQUIRE ALL THE ISSUED AND PAID UP ORDINARY SHARES (THE "GMG SHARES") IN THE CAPITAL OF GMG GLOBAL LTD (THE "OFFEREE")**

**FORM OF ACCEPTANCE AND AUTHORISATION FOR GMG SHARES**  
(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE OFFER)

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
<p>Last date and time for acceptance of the Offer: 5.30 a.m. on 7 October 2016 (Singapore time) or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").</p> <p>If your purchase of the above GMG Shares was settled through your Central Provident Fund ("CPF") approved agent bank, finance company or depository agent and you wish to accept the Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, finance company or depository agent. In such instances, you need not submit this FAA to CDP.</p>	

To: HALCYON AGRICULTURE CORPORATION LIMITED  
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Offer for each GMG Share is 0.9333 new fully paid-up ordinary shares in the issued and paid-up capital of the Offeror ("Consideration Shares") (the "Offer Consideration"), as stated in the Offer Document. Any fractional entitlements to such new Consideration Shares will be rounded down to the nearest whole Consideration Share. Further information on the Offer Consideration is set out in the Offer Document.

The acceptance of the Offer at the Offer Consideration, by way of completion, execution and submission of this FAA in accordance with Section A below, is subject to the terms and conditions set out in this FAA and in the Offer Document.

**Irrevocable Acceptance.** My/Our execution of this FAA shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document.

**Assistance.** I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the GMG Shares stated in Section A below to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above mentioned GMG Shares as specified in the Offer Document.

**Warranty.** I/We unconditionally and irrevocably warrant that the GMG Shares in respect of which the Offer is accepted by me/us, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from any mortgage, assignment, debenture, lien, hypothecation, charge, pledge, adverse claim, rent-charge, title retention, claim, equity, option, pre-emption right (other than those which appear in the Offeror's constitution), right to acquire, security agreement and security interest or other right of whatever nature; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at 23 August 2016, (the "Formal Offer Announcement Date") and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions (if any) which may be declared, paid or made by the Offeror on or after the Formal Offer Announcement Date.

**CDP Authorisation - Suspense Account.** I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the GMG Shares in respect of which I/We have accepted the Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such GMG Shares, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such GMG Shares from my/our Securities Account into a suspense account).

**CDP Authorisation - Transfer.** I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of GMG Shares in respect of which I/We have accepted the Offer on the date of settlement of the consideration for such GMG Shares, in the event of the Offer becoming or being declared to be unconditional in all respects, in accordance with its terms.

**CDP Authorisation - Disclosure.** I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of GMG Shares standing to the credit of my/our Securities Account, the number of GMG Shares tendered by me/us in acceptance of the Offer, information pertaining to the level of acceptance of the Offer and any other information to the Offeror, the Transferee, the Financial Adviser (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Offer and my/our acceptance thereof.

**Return of GMG Shares.** In the event of the Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/We understand that the relevant number of GMG Shares in respect of which I/We have accepted the Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but, in any event, not later than 14 days from the lapse of the Offer.

**Offer Unconditional.** I/We understand that if I/We have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and the Offer becomes and is declared to be unconditional in all respects in accordance with its terms, CDP will send me/us a notification letter stating the number of GMG Shares debited from my/our Securities Account together with settlement of the Offer Consideration by way of crediting my/our Securities Account with the relevant number of Consideration Shares, as soon as practicable and in any event:

(a) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within 7 business days of that date; or

(b) in respect of acceptances which are complete and valid in all respects and are received after the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Offer closes, within 7 business days of the date of such receipt.

**SECTION A - ACCEPTANCE THROUGH FAA**

I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of GMG Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:

Part A	Number of GMG Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Offer is accepted	Please indicate the number of GMG Shares you wish to tender in acceptance of the Offer ← Insert number here
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NOTE: Please refer to paragraphs 2 and 3 of page 2 of this FAA for instructions on inserting the number of GMG Shares above.

Date \_\_\_\_\_ Please date here

\_\_\_\_\_ Please SIGN here

Name(s) of Depositor(s) / Joint Depositors  
For corporate entities, this should be signed as per your signing mandate and where appropriate, the CDP may be affixed in accordance with your Constitution or relevant laws.

VOLUNTARY CONDITIONAL GENERAL OFFER FOR GMG GLOBAL LTD

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## DEFINITIONS

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Unless otherwise defined or where the context otherwise requires, the following definitions shall apply throughout this Offer Document, the FAA and the FAT:

<b>“Act”</b>	:	The Companies Act, Chapter 50 of Singapore, as may be amended, modified or supplemented from time to time
<b>“Angsana”</b>	:	Angsana Capital Ltd., a company incorporated in the British Virgin Islands, which is wholly-owned by Robert Meyer through his wholly-owned company, Keystone Pacific Pte. Ltd.
<b>“Business Day”</b>	:	A day (other than a Saturday, a Sunday or a gazetted public holiday in Singapore) when banks in Singapore are open for business and <b>“Business Days”</b> shall be construed accordingly
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Closing Date”</b>	:	5.30 p.m. (Singapore time) on 7 October 2016, or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last date and time for the lodgement of acceptances for the Offer
<b>“Code”</b>	:	The Singapore Code on Take-overs and Mergers
<b>“Consideration Shares”</b>	:	The new fully paid-up HAC Shares to be issued as consideration for the GMG VGO and/or for the NR Assets Acquisition
<b>“Constitution”</b>	:	The constitution of the Offeror
<b>“CPF”</b>	:	The Central Provident Fund
<b>“CPF Agent Banks”</b>	:	Agent banks included under the CPFIS
<b>“CPFIS”</b>	:	Central Provident Fund Investment Scheme
<b>“CPFIS Investors”</b>	:	Investors who have purchased GMG Shares using their CPF contributions pursuant to the CPFIS
<b>“Date of Receipt”</b>	:	The date of receipt of the Relevant Acceptance Form by CDP or the Share Registrar (as the case may be) on behalf of the Offeror or, in the case where such date of receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that such date of receipt falls on or before the Closing Date)
<b>“Despatch Date”</b>	:	9 September 2016, being the date of despatch of this Offer Document
<b>“Deutsche Bank” or “Financial Adviser”</b>	:	Deutsche Bank AG, Singapore Branch, the Financial Adviser to the Offeror
<b>“Directors”</b>	:	The directors of the Offeror for the time being
<b>“Distribution”</b>	:	Any dividend, right and/or distribution



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## DEFINITIONS

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<b>“Electronic Acceptance”</b>	:	The SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for user services for Depository Agents
<b>“Enlarged HAC Group”</b>	:	The existing HAC Group, enlarged to include the GMG Group and the NR Assets as a result of the Offer and the NR Assets Acquisition
<b>“FAA”</b>	:	Form of Acceptance and Authorisation for GMG Shares, which forms part of this Offer Document and which is issued to Shareholders whose GMG Shares are deposited with the CDP
<b>“Facilities Agreement”</b>	:	The US\$288,000,000 facilities agreement dated 5 August 2014 (as amended by an Amendment Agreement dated 31 December 2014 and further amended and restated by an Amendment and Restatement Agreement dated 26 June 2015 and a Second Amendment and Restatement Agreement dated 18 November 2015, pursuant to which the facilities amount was, <i>inter alia</i> , increased to US\$388,000,000)
<b>“FAT”</b>	:	Form of Acceptance and Transfer for GMG Shares, which forms part of this Offer Document and which is issued to Shareholders whose GMG Shares are not deposited with CDP and are registered in such Shareholder’s name in the Register
<b>“Final Day Rule”</b>	:	Has the meaning ascribed to it in Section 1.6 of Appendix A to this Offer Document
<b>“Formal Offer Announcement”</b>	:	The formal offer announcement on 23 August 2016 made by Deutsche Bank, for and on behalf of the Offeror of its firm intention to undertake the Offer
<b>“Formal Offer Announcement Date”</b>	:	23 August 2016, being the date of the Formal Offer Announcement
<b>“FY”</b>	:	The financial year ended, or as the case may be, ending 31 December
<b>“GMG”</b>	:	GMG Global Ltd, a company incorporated in Singapore whose shares are listed on the Mainboard of the SGX-ST, and which is a subsidiary of SIO
<b>“GMG Group”</b>	:	GMG and its subsidiaries
<b>“GMG Shares”</b>	:	Ordinary shares in the capital of GMG
<b>“H1 2016”</b>	:	The half year of FY2016 ended 30 June 2016
<b>“HAC Group”</b>	:	The Offeror and its subsidiaries
<b>“HAC MGO”</b>	:	The mandatory general offer made by or on behalf of SIO on 25 July 2016 for all the HAC Shares other than those already owned, controlled or agreed to be acquired by SIO and parties acting in concert with SIO, in accordance with Rule 14 of the Code, which was completed on 22 August 2016

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## DEFINITIONS

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<b>“HAC Shareholders”</b>	:	The registered holders of the HAC Shares, except that where the registered holder is CDP, the term <b>“HAC Shareholders”</b> shall, in relation to such HAC Shares, mean the Depositors in the Depository Register and whose Securities Accounts maintained with CDP are credited with those HAC Shares
<b>“HAC Shares”</b>	:	The ordinary shares in the total issued and paid-up share capital of the Offeror
<b>“Independent Directors”</b>	:	The directors of GMG who are considered independent for the purposes of the Offer
<b>“Implementation Agreement”</b>	:	The implementation agreement dated 28 March 2016 entered into between the Offeror and SIO, pursuant to which (i) SIO undertook the HAC MGO upon completion under the Vendor SPAs in accordance with the Code, (ii) HAC undertakes the Offer upon completion of the HAC MGO in accordance with the Code, and (iii) SIO will accept the Offer in respect of all its GMG shares
<b>“Implied Offer Price”</b>	:	The implied value of S\$0.695 for each GMG Share, calculated based on the closing price of S\$0.745 per HAC Share on the SGX-ST as at the Latest Practicable Date multiplied by the swap ratio of 0.9333 Consideration Shares for each GMG Share
<b>“Last Trading Day”</b>	:	23 March 2016, being the last trading day preceding the date of the Pre-Conditional Offer Announcement Date
<b>“Last Undisturbed Trading Day”</b>	:	11 January 2016, being the last full Market Day prior to the queries of the SGX-ST on 12 January 2016 in relation to media reports on the same day concerning Sinochem and HAC
<b>“Latest Practicable Date”</b>	:	30 August 2016, being the latest practicable date prior to the printing of this Offer Document
<b>“Listing Manual”</b>	:	The listing manual of the SGX-ST, as may be amended, modified or supplemented from time to time
<b>“Market Day”</b>	:	A day on which the SGX-ST is open for trading in securities
<b>“Minimum Acceptance Condition”</b>	:	Has the meaning ascribed to it in Section 2.4 of the Letter to Shareholders
<b>“NR Assets”</b>	:	The natural rubber processing facilities and trading businesses to be acquired by the Offeror from SIO
<b>“NR Assets Acquisition”</b>	:	The acquisition of the NR Assets through acquiring a 100% of the shares in the issued and paid-up share capital of Sinochem International Natural Rubber Investment (Overseas) Pte. Ltd., the holding company of the NR Assets
<b>“Overseas Shareholders”</b>	:	Shareholders whose addresses are outside Singapore as shown on the Register, or as the case may be, in the records of CDP



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## DEFINITIONS

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<b>“Offer” or “GMG VGO”</b>	:	The voluntary conditional general offer made by Deutsche Bank, for and on behalf of the Offeror, for all the GMG Shares other than those already owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with the Offeror, on the terms set out in the Implementation Agreement and in accordance with Rule 15 of the Code
<b>“Offer Consideration”</b>	:	The consideration for each GMG Share which will be satisfied by the allotment and issuance of Consideration Shares
<b>“Offer Document”</b>	:	This offer document dated 9 September 2016 and any other document(s) which may be issued by or on behalf of the Offeror to amend, revise, supplement or update this offer document from time to time
<b>“Offer Period”</b>	:	The period from the Pre-Conditional Offer Announcement Date until the Closing Date
<b>“Offeree Securities”</b>	:	Being the (a) GMG Shares which are being offered for or which carry voting rights, and (b) convertible securities, warrants, options and derivatives in respect of (a)
<b>“Offeror” or “HAC”</b>	:	Halcyon Agri Corporation Limited
<b>“Offeror Securities”</b>	:	Being the: (a) HAC Shares; (b) securities which carry substantially the same rights as any HAC Shares or Consideration Shares; and (c) convertible securities, warrants, options and derivatives in respect of any such HAC Shares in (a) or such securities in (b)
<b>“Official List”</b>	:	The list of issuers maintained by the SGX-ST in relation to the SGX Mainboard or Catalist
<b>“PRC”</b>	:	The People’s Republic of China
<b>“Pre-Conditional Offer Announcement”</b>	:	The announcement made by Deutsche Bank on 28 March 2016, for and on behalf of the Offeror of its possible voluntary general offer for the GMG Shares
<b>“Pre-Conditional Offer Announcement Date”</b>	:	28 March 2016, being the date of the Pre-Conditional Offer Announcement
<b>“Register”</b>	:	The register of Shareholders as maintained by the Share Registrar
<b>“Relevant Day”</b>	:	The dealing day immediately after the day on which the Offer is due to expire, or the Offer becomes or is declared unconditional as to acceptances, or the Offer is extended
<b>“Relevant Acceptance Forms”</b>	:	The FAA and/or the FAT, as may be applicable, and <b>“Relevant Acceptance Form”</b> shall be construed accordingly

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## DEFINITIONS

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<b>“Restricted Jurisdiction”</b>	:	Has the meaning ascribed to it in Section 9.1 of the Letter to Shareholders
<b>“Rule 22.6 Period”</b>	:	Has the meaning ascribed to it in Section 1.5 of Appendix A to this Offer Document
<b>“Securities Account”</b>	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
<b>“SGX-ST”</b>	:	Singapore Exchange Securities Trading Limited
<b>“Share Registrar”</b>	:	Boardroom Corporate & Advisory Services Pte. Ltd.
<b>“Shareholders”</b>	:	The registered holders of GMG Shares, except that where the registered holder is CDP, the term <b>“Shareholders”</b> shall, in relation to such GMG Shares, mean the Depositors in the Depository Register and whose Securities Accounts maintained with CDP are credited with those GMG Shares
<b>“Shut-Off Notice”</b>	:	Has the meaning ascribed to it in Section 1.5 of Appendix A to this Offer Document
<b>“SIC”</b>	:	The Securities Industry Council of Singapore
<b>“Sinochem”</b>	:	Sinochem International Corporation, a company incorporated in the PRC whose shares are listed on the Shanghai Stock Exchange
<b>“SIO”</b>	:	Sinochem International (Overseas) Pte. Ltd., a company incorporated in Singapore which is a wholly-owned subsidiary of Sinochem
<b>“Swap Ratio”</b>	:	Has the meaning ascribed to it in Section 8 of the Letter to Shareholders in this Offer Document
<b>“Transactions Announcement”</b>	:	The announcement by the Offeror dated 28 March 2016 in relation to, <i>inter alia</i> , the Offer and the NR Assets Acquisition
<b>“TSR”</b>	:	Technically Specified Rubber, being natural rubber processed to an internationally recognised standard and ready for use by end consumers
<b>“Vendor Shareholders”</b>	:	The following HAC Shareholders: (a) Angsana (b) Mr Pascal Demierre, an Executive Director of the Offeror (c) Clear Tower Investments Limited, a substantial shareholder of the Offeror (d) Mr Andrew Trevatt (e) Mr Leonard Beschizza
<b>“Vendor SPAs”</b>	:	The sale and purchase agreements dated 28 March 2016 entered into between each of the Vendor Shareholders and SIO for the purchase by SIO of a total of 180,439,576 HAC Shares from the Vendor Shareholders

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## DEFINITIONS

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“VWAP”	:	Volume weighted average price
“S\$” and “cents”	:	Singapore dollars and cents respectively, being the lawful currency of Singapore
“US\$” and “cents”	:	United States dollars and cents, being the lawful currency of the United States of America
“%” or “per cent.”	:	Percentage or per centum

The terms “**Depositor**”, “**Depository Register**” and “**Depository Agent**” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore, as may be amended, modified or supplemented from time to time.

The terms “**associate**” and “**controlling shareholders**” shall have the meanings ascribed to them respectively in the Listing Manual.

The terms “**subsidiaries**”, “**Substantial Shareholders**” and “**related corporations**” shall have the meanings ascribed to them respectively in the Act.

Except where specifically defined, the terms “**we**”, “**us**” and “**our**” in this Offer Document refer to the Offeror.

Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall, where applicable, include corporations.

The headings in this Offer Document are inserted for convenience only and shall be ignored in construing this Offer Document.

Any discrepancies in the tables in this Offer Document between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals may not be an arithmetic aggregation of the figures that precede them.

Any reference in this Offer Document to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act or any statutory modification thereof and not otherwise defined in this Offer Document shall have the same meaning assigned to it under the Act or any statutory modification thereof, as the case may be.

Any reference to a time of day and date in this Offer Document is made by reference to Singapore time and date unless otherwise stated.

**Forward-Looking Statements.** All statements other than statements of historical fact included in this Offer Document are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “**aim**”, “**seek**”, “**expect**”, “**anticipate**”, “**estimate**”, “**believe**”, “**intend**”, “**project**”, “**plan**”, “**potential**”, “**strategy**”, “**forecast**”, “**possible**”, “**probable**” and similar expressions or future or conditional verbs such as “**if**”, “**will**”, “**would**”, “**should**”, “**could**”, “**may**” or “**might**”. These statements reflect the Offeror’s 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 results, performance, events or achievements and involve known and unknown risks and uncertainties. Accordingly, actual future results, performance, events or achievements may differ materially from those described in such forward-looking statements. Given the risks and uncertainties involved, Shareholders and investors should not place undue reliance on such forward-looking statements and information. None of the Offeror nor Deutsche Bank undertakes any obligation to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements, subject to compliance with all applicable laws and regulations and/or rules of the SGX-ST and/or any other regulatory or supervisory body or agency.

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## LETTER TO SHAREHOLDERS

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**Deutsche Bank**   
**DEUTSCHE BANK AG, SINGAPORE BRANCH**  
(Incorporated in the Republic of Singapore)  
(Company Registration No.: S72FC2238G)

9 September 2016

To: The Shareholders of GMG Global Ltd

Dear Sir/Madam,

**VOLUNTARY CONDITIONAL GENERAL OFFER BY DEUTSCHE BANK, FOR AND ON BEHALF OF THE OFFEROR, FOR THE GMG SHARES**

**1. INTRODUCTION**

**1.1 Background to the Offer**

On 28 March 2016, the Offeror announced the entry into certain agreements with SIO, for the combination of Sinochem's and the HAC Group's respective natural rubber assets, to create one of the world's leading natural rubber supply chain managers.

Pursuant to such agreements and as at the Latest Practicable Date, SIO has acquired an aggregate of 65.73% of the total and issued paid-up share capital of the Offeror from the Vendor Shareholders as well as through the HAC MGO, being mandatory general offer made by or on behalf of SIO for all the shares in HAC (other than those already owned, controlled or agreed to be acquired by SIO and parties acting in concert with SIO), in accordance with Rule 14 of the Code, which was completed on 22 August 2016.

Upon completion of the HAC MGO, the Offeror proceeded to undertake the following transactions pursuant to such agreements:

- (a) the Offer, which involves the Offeror acquiring at least a majority of the total issued and paid-up share capital of GMG, via a voluntary conditional general offer by Deutsche Bank for and on behalf of the Offeror; and
- (b) the NR Assets Acquisition, which involves the Offeror acquiring all the natural rubber processing facilities and trading businesses from SIO.

Completion of the HAC MGO, the Offer and the NR Assets Acquisition would result in the combination of highly complementary assets under the Offeror, to create a world-leading natural rubber supply chain manager in terms of scale, scope of operations and distribution reach. The combined business will benefit from a significantly enhanced market presence, economies of scale and greater diversification of operations.

**1.2 Formal Offer Announcement**

On 23 August 2016, Deutsche Bank announced, for and on behalf of the Offeror, that:

- (a) all of the conditions precedent to the Implementation Agreement had been fulfilled and satisfied; and
- (b) the Offeror's firm intention to make the Offer.

As at the date of the Formal Offer Announcement, the Offeror did not own or control, directly or indirectly, any GMG Shares. Appendix E to this Offer Document sets out further details of holdings, dealings and other arrangements in the Offeror Securities and Offeree Securities.



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## LETTER TO SHAREHOLDERS

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A copy of the Formal Offer Announcement dated 23 August 2016 is available on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

### 1.3 Offer Document

This Offer Document contains the formal offer by Deutsche Bank, for and on behalf of the Offeror, to acquire all the GMG Shares. **Shareholders are urged to read this Offer Document carefully.**

A copy of this Offer Document dated 9 September 2016 is available on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

## 2. THE OFFER

### 2.1 Offer

Deutsche Bank, for and on behalf of the Offeror, hereby makes the Offer to acquire all the GMG Shares, other than those already owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with the Offeror, in accordance with Rule 15 of the Code and subject to the terms and conditions set out in this Offer Document.

### 2.2 Offer Consideration

Consideration for the Offer will be satisfied by the allotment and issuance of Consideration Shares on the following basis:

**For every one (1) GMG Share: 0.9333 new fully paid-up ordinary shares in the issued and paid-up capital of the Offeror (the “Consideration Shares”).**

Any fractional entitlements to such Consideration Shares will be rounded down to the nearest whole HAC Share.

Such Consideration Shares when issued as fully paid, shall rank *pari passu* in all respects with existing HAC Shares save that they will not rank for any dividend, rights, allotments or other Distributions, the record date of which falls on or before the date of completion of the allotment and issuance.

**The Offeror does not intend to increase the Offer Consideration. Therefore, in accordance with Rule 20.2 of the Code, the Offeror will not be allowed subsequently to amend the Offer Consideration in any way.**

### 2.3 No Encumbrances

The GMG Shares will be acquired:

- (a) properly and validly issued and fully paid-up;
- (b) free from any mortgage, assignment, debenture, lien, hypothecation, charge, pledge, adverse claim, rent-charge, title retention, claim, equity, option, pre-emption right (other than those which appear in GMG’s constitution), right to acquire, security agreement and security interest or other right of whatever nature; and
- (c) together with all rights, benefits and entitlements attached thereto (including the right to receive and retain all Distributions declared, paid or made by GMG) on or after the Formal Offer Announcement Date.

**If any Distribution is declared, paid or made by GMG on or after the Formal Offer Announcement Date, the Offeror reserves the right to reduce the Offer Consideration payable to such accepting Shareholder by an amount equivalent to such Distribution.**

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## LETTER TO SHAREHOLDERS

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### 2.4 Minimum Acceptance Condition

The Offer is conditional upon the Offeror receiving, valid acceptances in respect of such number of GMG Shares which, when taken together with the GMG Shares owned, controlled or agreed to be acquired by the Offeror and parties acting in concert with it (either before or during the Offer and pursuant to the Offer or otherwise), would result in the Offeror holding such number of GMG Shares carrying more than 50% of the voting rights attributable to the total issued and paid-up share capital of GMG (excluding treasury shares), by the Closing Date of the Offer.

As at the Latest Practicable Date, the Offeror has procured an irrevocable undertaking from SIO to accept the Offer for all its 51.12% interest in GMG. **Accordingly, the Offer will become unconditional as to acceptances upon SIO tendering its GMG Shares in acceptance of the Offer.** Further details of the undertaking from SIO are set out in Section 3 of this Letter to Shareholders.

### 2.5 Further Details of the Offer

Appendix A to this Offer Document sets out further details on (i) the duration of the Offer; (ii) the settlement of the consideration for the Offer; (iii) the requirements relating to the announcement of the level of acceptances of the Offer; and (iv) the right of withdrawal of acceptances of the Offer.

### 2.6 Procedures for Acceptance

Appendix B to this Offer Document sets out the procedures for acceptance of the Offer.

### 2.7 Listing and Quotation of Consideration Shares

The Offeror made an application to the SGX-ST and had, on 12 May 2016, received the approval in-principle (the "AIP") from the SGX-ST for the dealing in, listing of and quotation of the Consideration Shares to be issued in connection with the Offer on the Official List of the SGX-ST.

The AIP is not to be taken as an indication of the merits of the proposed transactions<sup>1</sup>, the Consideration Shares, GMG, the NR Assets, the Offeror and/or its subsidiaries.

## 3. UNDERTAKING FROM SIO

SIO has provided an irrevocable undertaking to the Offeror under the Implementation Agreement, to accept the Offer in respect of all of SIO's 51.12% interest in GMG, comprising 391,593,237 GMG Shares, immediately upon the despatch of this Offer Document and receipt of this Offer Document by SIO. Pursuant to such acceptance, the Offer will become unconditional as to acceptances upon SIO tendering its GMG Shares in acceptance of the Offer.

## 4. INFORMATION ON THE OFFEROR

The Offeror is a company incorporated in Singapore and listed on the Mainboard of the SGX-ST. As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$210,039,652.40 comprising 600,092,000 ordinary shares (referred to in this Offer Document as the "HAC Shares"), and there has not been any change to the number of HAC Shares since the end of FY2015. The Offeror does not hold any HAC Shares in treasury.

The principal activity of the Offeror is that of an investment holding company, and the HAC Group is primarily involved in the origination, production and distribution of natural rubber.

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<sup>1</sup> Being the transactions contemplated under the agreements entered into between the Offeror, certain shareholders of the Offeror and SIO, for the combination of highly complementary natural rubber assets of Sinochem and the HAC Group under the Offeror, to create a world leading natural rubber supply chain manager. The details of the transactions are set out in the Transactions Announcement.

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## LETTER TO SHAREHOLDERS

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Following the completion of the HAC MGO on 22 August 2016, HAC became a subsidiary of SIO and an indirect subsidiary of Sinochem.

Appendix C to this Offer Document sets out additional information on the Offeror. Additional information on the Offeror is also available on its website at <http://www.halcyonagri.com/>. Additional information on Sinochem is also available on its website at <http://www.sinochemintl.com/>.

### 5. INFORMATION ON GMG

*(Information relating to the GMG Group has been extracted from publicly available sources.)*

GMG was incorporated in Singapore on 23 July 1999. GMG has been listed on the Mainboard of the SGX-ST since 4 November 2008.

GMG is a Singapore-based natural rubber producer with integrated capabilities extending from the planting, cultivating, tapping and processing, to the marketing and exporting of natural rubber.

Listed on the Mainboard of the SGX-ST, GMG focuses primarily on the production and supply of premium natural rubber to the European, American and Asian markets. As at the Latest Practicable Date, GMG's share capital comprises 766,019,636 issued and paid-up ordinary shares (excluding 1,565,000 treasury shares). Based on the weighted average price per GMG Share as at the Latest Practicable Date, GMG has a market capitalisation of S\$417.5 million (*Source: Bloomberg L.P.*).

Through its various subsidiaries and associates, GMG currently manages more than 78,000 hectares of rubber plantations located across Africa and Asia and operates 12 rubber processing plants located in Thailand, Indonesia, Cameroon, Gabon and Cote d'Ivoire with a total annual capacity of 527,000 tonnes<sup>2</sup>.

GMG Group's products include tyre-grade rubber used in the manufacture of industrial vehicle tyres, and centrifuged and blocked rubbers of latex used in the manufacture of medical-grade gloves and contraceptives. Its customers include some of the world's top tyre manufacturers and medical equipment companies.

Appendix D to this Offer Document sets out additional information on GMG. Additional information on GMG is also available on its website at <http://www.gmg.sg/>.

### 6. RATIONALE FOR THE OFFER

#### 6.1 The Offer provides an opportunity for Shareholders to swap their GMG Shares for HAC Shares to participate in the benefits of the Enlarged HAC Group

The Offer provides an opportunity for Shareholders to swap their GMG Shares for HAC Shares, whereupon they shall become shareholders of the Offeror, which would be one of the world's leading and most comprehensive natural rubber supply chain managers upon the completion of the Offer and the NR Assets Acquisition. Further details of the NR Assets Acquisition are set out in the Transactions Announcement dated 28 March 2016.

Benefits to the Enlarged HAC Group as follows:

- (a) **Strong industrial logic for the merger:** Combination of highly complementary assets.
- (b) **Scale benefits:** Enlarged HAC Group better equipped to compete in the global natural rubber industry.

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<sup>2</sup> Includes GMG's associate, SIAT S.A.

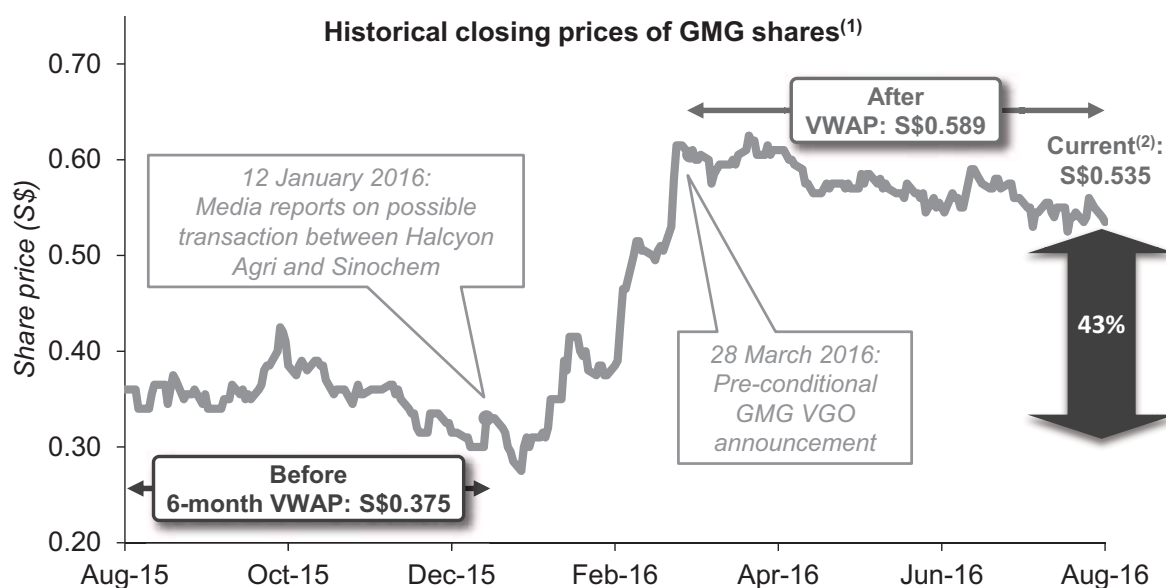
## LETTER TO SHAREHOLDERS

- (c) **Attractive investment profile:** The Offeror will be the largest natural rubber company listed on the SGX-ST by market capitalisation<sup>3</sup>.
- (d) **Financially compelling:** Synergy benefits may significantly enhance shareholder value.

The Implied Offer Price of S\$0.695 represents:

- (a) a premium of 30.0% over the last transacted price per GMG Share on the Latest Practicable Date;
- (b) a premium of 13.6% over the VWAP per GMG Share on the Last Trading Day;
- (c) a premium of 131.8% over the last transacted price per GMG Share on the Last Undisturbed Trading Day; and
- (d) a premium of 121.4%, 95.1% and 85.6% over the VWAP per GMG Share for the one (1)-month, three (3)-month and six (6)-month period prior to the Last Undisturbed Trading Day respectively.

There is no guarantee that GMG Shares will remain traded at the last transacted price of S\$0.535 per GMG Share on the Latest Practicable Date and at the VWAP of S\$0.589 since 28 March 2016 up to the Latest Practicable Date, which are 42.8% and 57.1% respectively higher than the VWAP per GMG Share for the six (6)-month period prior to the Last Undisturbed Trading Day.



Notes:

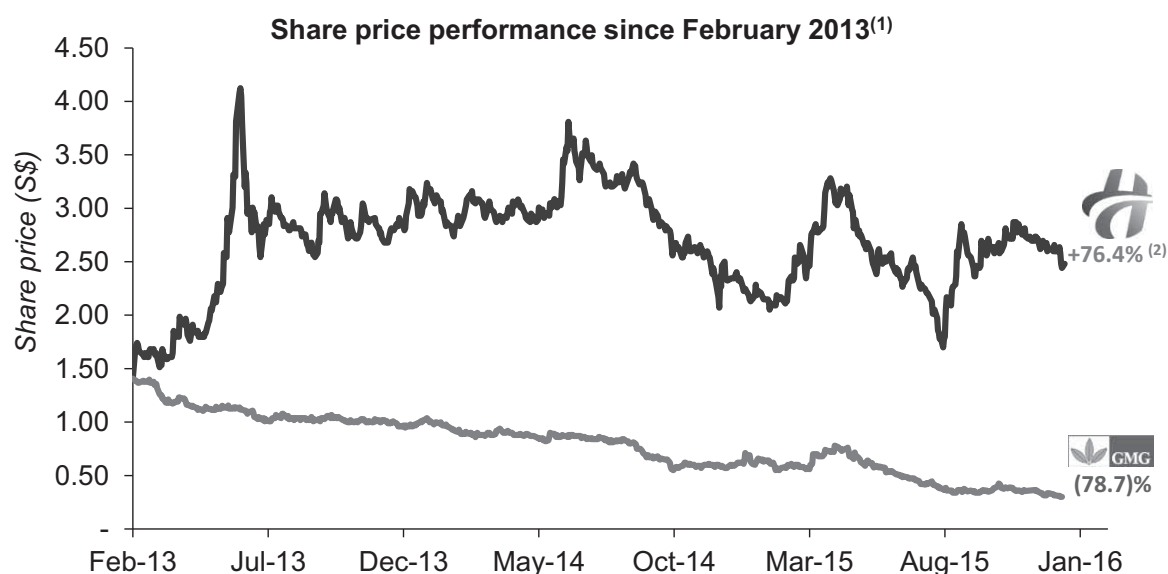
- (1) Based on data extracted from Bloomberg L.P.
- (2) As of 30 August 2016, being the Latest Practicable Date.

<sup>3</sup> Market capitalisation based on 1,595,018,126 HAC Shares, assuming the acceptance level of the Offer is 100%, and last transacted price per HAC Share on 30 August 2016, being the Latest Practicable Date.



## LETTER TO SHAREHOLDERS

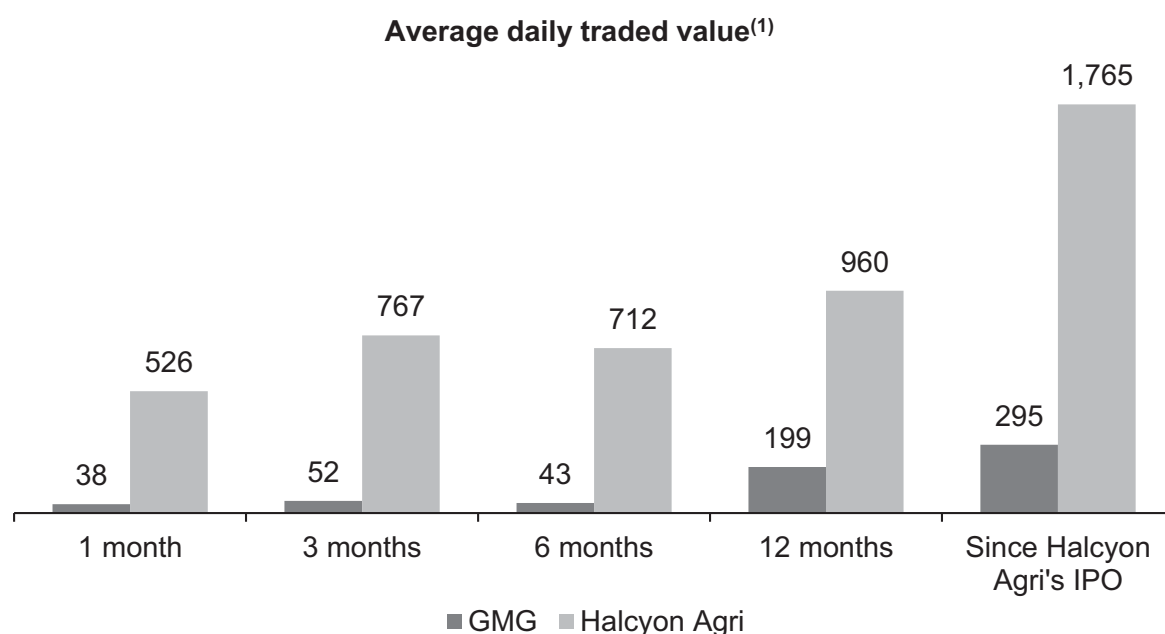
The Offeror has a proven track record of shareholder value creation. Share price per HAC Share has increased by 76.4% since the initial public offering of the Offeror in February 2013. In contrast, the share price per GMG Share declined by 78.7% over the same time period, after adjusting for dividends and stock consolidation.



Notes:

- (1) Based on data up to the Last Undisturbed Trading Day extracted from Bloomberg L.P. which shows the share price of GMG Shares adjusted for dividends and stock consolidation. The share price of HAC Shares is rebased to the share price of GMG Shares.
- (2) Based on the Offeror's initial public offering share price of S\$0.36.

Moreover, the GMG Shares have historically had relatively low trading liquidity which may be further impacted post Offer. The average daily traded value of the GMG Shares and HAC Shares are as follows:



Note:

- (1) Amount in S\$'000. Based on the average daily traded value up to the Last Undisturbed Trading Day extracted from Bloomberg L.P..

## LETTER TO SHAREHOLDERS

### 6.2 Consistent with the Offeror’s business strategy of establishing itself as a leading global natural rubber supply chain manager

The Offeror’s strategy to establish itself as a world leading natural rubber supply chain manager is based upon having the scale, scope and reach to provide customers with the natural rubber they need, whenever and wherever they need it.

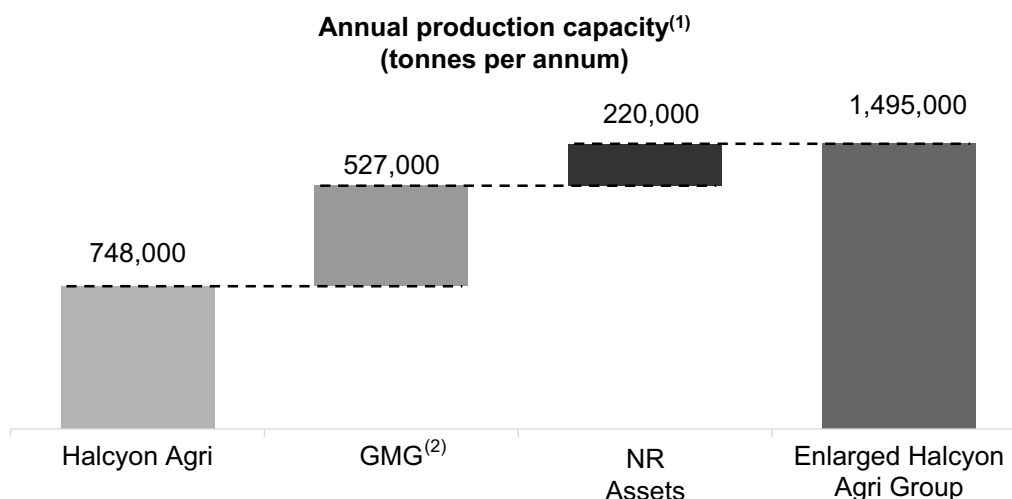
Completion of the Offer and the NR Assets Acquisition will significantly enhance the Offeror’s capabilities in every aspect of this strategy, increasing the scale of the Offeror’s activities substantially, broadening the scope of the business by adding operations in new geographies and extending its reach by adding new customers and markets. Following completion of the Offer and the NR Assets Acquisition, the Enlarged HAC Group would be a world’s leading and most comprehensive natural rubber supply chain manager.

### 6.3 Significantly enhance the scale and market position of the Offeror in each segment of the natural rubber supply chain

Completion of the Offer and the NR Assets Acquisition significantly increases the scale of the Offeror’s operations in each segment of the natural rubber supply chain.

In the upstream/plantations segment, completion of the Offer and the NR Assets Acquisition will increase the total rubber plantation land held by the HAC Group by more than 26 times to in excess of 193,000 hectares<sup>4</sup> and significantly increase the total rubber planted area held by the HAC Group to in excess of 54,000 hectares<sup>3</sup>.

In the midstream/processing segment, completion of the Offer and the NR Assets Acquisition will increase the total processing capacity of the HAC Group by about 100% to approximately 1.5 million tonnes per annum<sup>3</sup>, making the Enlarged HAC Group the world’s leading producer of TSR in terms of production capacity.



Notes:

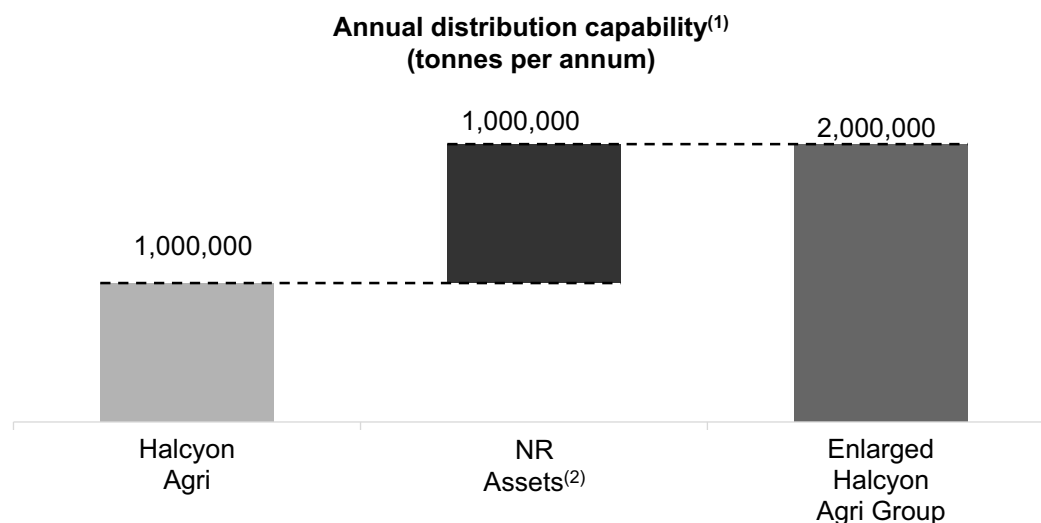
(1) Based on the latest available information as of the Latest Practicable Date.

(2) Metrics include GMG’s associate, SIAT S.A.

<sup>4</sup> Includes GMG’s associate, SIAT S.A.

## LETTER TO SHAREHOLDERS

In the downstream/distribution segment, completion of the Offer and the NR Assets Acquisition would increase the HAC Group's annual distribution capability by approximately 100% to 2.0 million tonnes per annum.



Notes:

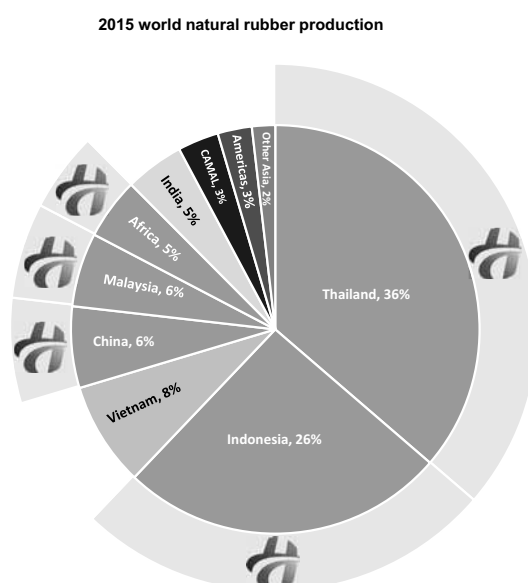
(1) Based on the latest available information as of the Latest Practicable Date.

(2) Includes GMG's distribution through the rubber trading business division of SIO (which is part of the NR Assets).

### 6.4 Broaden the geographic scope of the Offeror's operations and product offering

The Offeror currently produces TSR of Indonesian and Malaysian origin for sale to its customers. Completion of the Offer and the NR Assets Acquisition would broaden the Offeror's operations and product offering significantly by adding the production of TSR of Chinese, Thai and African origins, as well as increasing the number of grades of natural rubber that the Offeror can produce. As a result, following completion of the Offer and the NR Assets Acquisition, the Enlarged HAC Group's operations would cover the vast majority of rubber producing regions in the world and give it a comprehensive product suite to offer its customers.

The Enlarged HAC Group's assets will span natural rubber producing areas representing 79% of global production.



Note:

(1) Source: International Rubber Study Group – "The World Rubber Industry Outlook" dated June 2016.

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## LETTER TO SHAREHOLDERS

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### 6.5 Extend the distribution reach of the Offeror into the PRC

The PRC is the world's largest consumer of natural rubber, accounting for approximately 4,820,000 tonnes of natural rubber consumption in 2015, which is approximately 39.0% of the world consumption. To date, a relatively small portion of the Offeror's total sales volume has been to PRC customers. Completion of the Offer and the NR Assets Acquisition would combine the Offeror's distribution strength in Europe, the United States and South East Asia with Sinochem's distribution reach into the PRC, providing a comprehensive network of sales offices, logistics assets and an extensive customer base.

### 6.6 Potential synergies between the principal business activities of the Offeror, GMG and the NR Assets

GMG and the NR Assets have business operations that are complementary to the Offeror, being the management of rubber plantations, operating rubber processing facilities and distributing natural rubber to customers. It is expected that, over time, there will be synergy opportunities for the Enlarged HAC Group as follows:

- (a) **Network benefits:** Connecting multiple production facilities with distribution reach to meet global customer demand.
- (b) **Targeting to be the lowest cost / highest quality producer:** Leveraging best practices across extensive asset base to target becoming a lowest cost producer of the highest quality products.
- (c) **Corporate & administrative cost savings:** Common corporate and administrative infrastructure and economies of scale.
- (d) **Financing costs:** Leveraging the expanded scale of the Enlarged HAC Group's operations to access more efficient financing.

## 7. THE OFFEROR'S INTENTIONS FOR GMG

In the event the Offeror receives acceptances for the Offer such that less than 10% of the total number of issued GMG Shares (excluding any shares held by GMG as treasury shares) are held in public hands, the SGX-ST may suspend trading of GMG Shares at the close of the Offer. **The Offeror presently has no intention to support any action or take any steps to maintain the listing status of GMG on the SGX-ST.** The Offeror will comply with all applicable rules of the Listing Manual in such an event, including Rules 1307 and 1309 of the Listing Manual, should the Offeror seek a delisting of GMG.

Upon completion of the Offer, the Offeror may undertake a strategic and operational review of the organisation, business and operations of the GMG Group with a view to realise synergies and growth potential. It is the intention of the Offeror to ensure continuity of the GMG Group's operations and to lead the GMG Group to further growth and development.

The Offeror presently has no intention to introduce any major changes to the existing business of the GMG Group, or to discontinue the employment of any of the existing employees of the GMG Group or re-deploy any of the fixed assets of the GMG Group, other than in the ordinary course of business.

### 7.1 Listing Status

Pursuant to Rule 1105 of the Listing Manual, upon an announcement by the Offeror that acceptances have been received pursuant to the Offer that bring the holdings owned by the Offeror and parties acting in concert with it to above 90% of the total number of issued GMG Shares (excluding treasury shares), the SGX-ST may suspend the trading of the GMG Shares in the Ready and Unit Share markets until it is satisfied that at least 10% of the total number of issued



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## LETTER TO SHAREHOLDERS

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GMG Shares (excluding treasury shares) are held by at least 500 Shareholders who are members of the public. Rule 1303(1) of the Listing Manual provides that if the Offeror succeeds in garnering acceptances exceeding 90% of the total number of issued GMG Shares (excluding treasury shares), thus causing the percentage of the total number of issued GMG Shares (excluding treasury shares) held in public hands to fall below 10%, the SGX-ST will suspend trading of the GMG Shares only at the Closing Date.

In addition, under Rule 724(1) of the Listing Manual, if the percentage of the total number of issued GMG Shares (excluding treasury shares) held in public hands falls below 10%, GMG must, as soon as practicable, announce that fact and the SGX-ST may suspend the trading of all the GMG Shares. Rule 724(2) of the Listing Manual states that the SGX-ST may allow GMG a period of three months, or such longer period as the SGX-ST may agree, to raise the percentage of GMG Shares (excluding treasury shares) in public hands to at least 10%, failing which GMG may be removed from the Official List of the SGX-ST.

### 7.2 Compulsory Acquisition

Pursuant to Section 215(1) of the Act, in the event that the Offeror receives valid acceptances pursuant to the Offer (or otherwise acquires GMG Shares during the period when the Offer is open for acceptance) in respect of not less than 90% of the total number of issued GMG Shares (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Offer and excluding any GMG Shares held GMG as treasury shares), the Offeror would be entitled to exercise the right to compulsorily acquire all the GMG Shares of the Shareholders who have not accepted the Offer (the “**Dissenting Shareholders**”) at a price equal to the Offer Consideration.

In addition, Dissenting Shareholders have the right under and subject to Section 215(3) of the Act, to require the Offeror to acquire their GMG Shares at a price equal to the Offer Consideration in the event that the Offeror, its related corporations or their respective nominees acquire, pursuant to the Offer such number of GMG Shares which, together with the GMG Shares held by the Offeror, its related corporations or their respective nominees, comprise 90% or more of the total number of issued GMG Shares (excluding any GMG Shares held by GMG as treasury shares). Dissenting Shareholders who wish to exercise such rights are advised to seek their own independent legal advice.

## 8. FINANCIAL EVALUATION OF THE OFFER

The offer ratio of 0.9333 Consideration Shares for every one (1) GMG Share was derived based on the assessment by the management of Offeror of the relative valuation of both the Offeror and GMG based on their respective historical share price performance, valuation ratios and fundamental analysis.

The Implied Offer Price of S\$0.695 for each GMG Share (which is to be satisfied by the allotment and issuance of 0.9333 Consideration Shares) represents the following premium over the historical transacted prices of the GMG Shares on the SGX-ST:

Description	Benchmark Price <sup>(1)(2)</sup> (S\$)	Premium over Benchmark Price <sup>(3)</sup> (%)
Last transacted price on 30 August 2016, being the Latest Practicable Date	0.535 <sup>(4)</sup>	30.0%
Last transacted price on 22 August 2016, being the Market Day prior to the Formal Offer Announcement Date	0.535 <sup>(5)</sup>	30.0%
VWAP per GMG Share on 23 March 2016, being the Last Trading Day	0.612	13.6%

## LETTER TO SHAREHOLDERS

Description	Benchmark Price <sup>(1)(2)</sup> (S\$)	Premium over Benchmark Price <sup>(3)</sup> (%)
Last undisturbed transacted price per GMG Share on 11 January 2016, the Last Undisturbed Trading Day	0.300	131.8%
VWAP per GMG Share for the one (1) month period up to and including 11 January 2016	0.314	121.4%
VWAP per GMG Share for the three (3) month period up to and including 11 January 2016	0.356	95.1%
VWAP per GMG Share for the six (6) month period up to and including 11 January 2016	0.375	85.6%
VWAP per GMG Share for the twelve (12) month period up to and including 11 January 2016	0.630	10.3%

Notes:

- (1) Based on data extracted from Bloomberg L.P.
- (2) The figures are rounded to the nearest three decimal places.
- (3) The figures are rounded to the nearest one decimal place.
- (4) Based on the last transacted price on 19 August 2016 as there were no transactions in HAC Shares from 22 August 2016 up to the Latest Practicable Date.
- (5) Based on the last transacted price on 19 August 2016 as there were no transactions in HAC Shares on 22 August 2016.

### **Swap Ratio**

The table below sets out the implied value of each GMG Share multiplied by a swap ratio of 0.9333 new fully paid-up ordinary shares in the capital of the Offeror for every one (1) GMG Share (the “**Swap Ratio**”), and the analysis of the implied swap ratio based on the VWAP of GMG Shares and VWAP of HAC Shares for the 1-month, 3-month, 6-month and 12-month periods up to 11 January 2016 (being the Last Undisturbed Trading Day), 23 March 2016 (being the Last Trading Day), 22 August 2016 (being the last transacted price on the market day prior to the Formal Offer Announcement Date) and 30 August 2016 (being the Latest Practicable Date).

Basis	GMG Share Price <sup>(1)(2)</sup> (S\$)	HAC Share Price <sup>(1)(2)</sup> (S\$)	Implied Value of GMG Share <sup>(2)(3)</sup> (S\$)	Implied Swap Ratio <sup>(4)</sup>	Premium/ (Discount) of Swap Ratio Over Implied Swap Ratio <sup>(5)(6)</sup>
Last transacted price on 30 August 2016, being the Latest Practicable Date	0.535	0.745 <sup>(7)</sup>	0.695	0.7181	30.0%
Last transacted price on 22 August 2016, being the Market Day prior to the Formal Offer Announcement Date	0.535	0.745 <sup>(8)</sup>	0.695	0.7181	30.0%
VWAP on 23 March 2016, being the Last Trading Day	0.612	0.727	0.678	0.8423	10.8%
Last transacted price on 11 January 2016, the Last Undisturbed Trading Day	0.300	0.635	0.593	0.4724	97.5%

## LETTER TO SHAREHOLDERS

Basis	GMG Share Price <sup>(1)(2)</sup> (S\$)	HAC Share Price <sup>(1)(2)</sup> (S\$)	Implied Value of GMG Share <sup>(2)(3)</sup> (S\$)	Implied Swap Ratio <sup>(4)</sup>	Premium/ (Discount) of Swap Ratio Over Implied Swap Ratio <sup>(5)(6)</sup>
VWAP per GMG Share for the one (1) month period up to and including 11 January 2016	0.314	0.665	0.620	0.4726	97.5%
VWAP per GMG Share for the three (3) month period up to and including 11 January 2016	0.356	0.696	0.650	0.5119	82.3%
VWAP per GMG Share for the six (6) month period up to and including 11 January 2016	0.375	0.637	0.594	0.5885	58.6%
VWAP per GMG Share for the twelve (12) month period up to and including 11 January 2016	0.630	0.668	0.624	0.9438	(1.1%)

Notes:

- (1) Based on data extracted from Bloomberg L.P.
- (2) The figures are rounded to the nearest three decimal places.
- (3) Implied value of GMG Shares calculated as the share price of HAC Shares for that corresponding period multiplied by the swap ratio of 0.9333.
- (4) The figures are rounded to the nearest four decimal places.
- (5) The figures are rounded to the nearest one decimal place.
- (6) Implied premium or discount calculated as the swap ratio of 0.9333 over the corresponding implied swap ratio for each respective period.
- (7) Based on the last transacted price on 19 August 2016 as there were no transactions in HAC Shares from 22 August 2016 up to the Latest Practicable Date.
- (8) Based on the last transacted price on 19 August 2016 as there were no transactions in HAC Shares on 22 August 2016.

## 9. OVERSEAS SHAREHOLDERS

### 9.1 Overseas Shareholders

The availability of the Offer to Overseas Shareholders may be affected by laws and regulations of the relevant overseas jurisdictions. Accordingly, all Overseas Shareholders should inform themselves about and observe any applicable legal requirements. Where there are potential restrictions on sending this Offer Document, the FAA and/or the FAT to any overseas jurisdiction, each of the Offeror and Deutsche Bank reserves the right not to send these documents to any overseas jurisdiction. For the avoidance of doubt, the Offer is made to all Shareholders holding GMG Shares, including to those to whom this Offer Document, the FAA and/or the FAT have not been or will not be sent.

Copies of this Offer Document and any other formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Offer would violate the law of that jurisdiction (a “**Restricted Jurisdiction**”) and will not be capable of acceptance by any such use, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.

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## LETTER TO SHAREHOLDERS

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The Offer (unless otherwise determined by the Offeror and permitted by applicable law and regulation) will not be made, directly or indirectly, in or into, or by the use of mails of, or by any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities.

### 9.2 Overseas Jurisdictions

It is the responsibility of any Overseas Shareholder who wishes to accept the Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities and legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholders shall be liable for any such taxes, imposts, duties or other requisite payments payable, and the Offeror and any person acting on its behalf (including Deutsche Bank, CDP and the Share Registrar) shall be fully indemnified and held harmless by such Overseas Shareholders for any such taxes, imposts, duties or other requisite payments that may be required to be paid. In accepting the Offer, the Overseas Shareholder represents and warrants to the Offeror and Deutsche Bank that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities and legal requirements.

### 9.3 Copies of the Offer Document

Overseas Shareholders may obtain copies of this Offer Document, the Relevant Acceptance Forms and any related documents during normal business hours and up to the Closing Date from the Share Registrar at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 or from CDP at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Copies of this Offer Document, the Relevant Acceptance Forms and any related documents are also available on the SGX-ST's website at [www.sgx.com](http://www.sgx.com). Alternatively, Overseas Shareholders may write to the Offeror at Halcyon Agri Corporation Limited at 250 North Bridge Road, #12-01 Raffles City Tower, Singapore 179101 to request for this Offer Document, the Relevant Acceptance Forms and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three (3) Market Days prior to the Closing Date.

### 9.4 Notice

The Offeror and Deutsche Bank each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all Overseas Shareholders or whom the Offeror or Deutsche Bank knows to be custodians, nominees or trustees for such persons by announcement or paid advertisement in a daily newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder to receive or see such announcement or advertisement and all references in this Offer Document to notice in writing by or on behalf of the Offeror shall be construed accordingly.

### 9.5 Other Provisions

The attention of Overseas Shareholders is also drawn to Section 5 of Appendix A to this Offer Document.



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## LETTER TO SHAREHOLDERS

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### 10. GENERAL INFORMATION

#### 10.1 Valid Acceptances

Each of the Offeror and Deutsche Bank reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated herein or in the FAA and/or the FAT, as the case may be, or if made otherwise than in accordance with the provisions herein and instructions printed on the FAA and/or the FAT, as the case may be.

#### 10.2 Information Pertaining to CPFIS Investors

CPFIS Investors will receive further information on how to accept the Offer from their respective CPF Agent Banks directly. CPFIS Investors are advised to consult their respective CPF Agent Banks should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors should seek independent professional advice. CPFIS Investors who wish to accept the Offer are to reply to their respective CPF Agent Banks by the deadline stated in the letter from their respective CPF Agent Banks.

#### 10.3 Governing Law and Jurisdiction

The Offer, this Offer Document, the FAA and the FAT and all acceptances of the Offer and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Offeror and each Shareholder who has accepted the Offer agrees to submit to the non-exclusive jurisdiction of the Singapore courts.

#### 10.4 No Third Party Rights

Unless expressly provided to the contrary in this Offer Document, the FAA and/or the FAT, a person who is not a party to any contracts made pursuant to the Offer, this Offer Document, the FAA and the FAT has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

#### 10.5 Accidental Omission

Accidental omission to despatch this Offer Document, the FAA and/or the FAT or any notice or announcement required to be given under the terms of the Offer or any failure to receive the same by any person to whom the Offer is made or should be made, shall not invalidate the Offer in any way.

#### 10.6 Independent Advice

Deutsche Bank is acting for and on behalf of the Offeror and does not purport to advise the Shareholders or any other person. In preparing its letter to Shareholders on behalf of the Offeror, Deutsche Bank has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any individual Shareholder.

The views of the Independent Directors, being the directors of GMG who are considered independent for the purposes of the Offer, and the financial adviser to the Independent Directors on the Offer will be made available to Shareholders in due course and, in any event, they are required under the Code to despatch their views within 14 days of the despatch of this Offer Document. Shareholders may wish to consider their advice before taking any action in relation to the Offer.

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## LETTER TO SHAREHOLDERS

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### 10.7 General Information

Please see Appendices E and H to this Offer Document which set out certain additional general information relating to the Offer.

Information as set out in Appendix H will be discussed at a briefing for the Shareholders which will be held at Stamford Ballroom, Level 4, Raffles City Convention Centre, Fairmont Singapore, 80 Bras Basah Road, Singapore 189560, on 28 September 2016 at 12.00 p.m. (Wednesday, Singapore time).

### 11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors of the Offeror (including any who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that no material facts have been omitted from this Offer Document, and they jointly and severally accept responsibility accordingly.

Where any information has been extracted from published or publicly available sources (including, without limitation, information in relation to GMG), the sole responsibility of the Directors of the Offeror has been to ensure thorough reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Offer Document in its proper form and context.

Issued by  
**DEUTSCHE BANK AG, SINGAPORE BRANCH**

For and on behalf of  
**HALCYON AGRI CORPORATION LIMITED**  
9 September 2016

Any enquiries relating to this Offer Document should be directed during office hours to:

#### **Deutsche Bank AG, Singapore Branch**

**Eugene Gong**  
Managing Director  
Head of Mergers & Acquisitions,  
South East Asia

**Ahmad Hilmy**  
Director  
Corporate Finance,  
South East Asia

**Lin Hanwei**  
Vice President  
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## APPENDIX A – DETAILS OF THE OFFER

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### 1. DURATION OF THE OFFER

#### 1.1 First Closing Date

The Offer is open for acceptance by Shareholders for at least 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person is released from any obligation incurred thereunder.

**Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 7 October 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.**

#### 1.2 Subsequent Closing Date

If the Offer is extended and:

- (i) is not unconditional as to acceptances as of the date of such extension, the announcement of the extension must state the next Closing Date; or
- (ii) is unconditional as to acceptances as of the date of the extension, the announcement of the extension need not state the next Closing Date but may state that the Offer will remain open until further notice. In such a case, the Offeror must give Shareholders who have not accepted the Offer at least 14 days' prior notice in writing before it may close the Offer.

#### 1.3 Revision

The Offeror does not intend to increase the Offer Consideration. Therefore, in accordance with Rule 20.2 of the Code, the Offeror will not be allowed subsequently to amend the Offer Consideration in any way.

#### 1.4 No obligation to extend the Offer

The Offeror is not obliged to extend the Offer if the Minimum Acceptance Condition specified in Section 2.4 of the Letter to Shareholders in this Offer Document is not fulfilled by the Closing Date(s).

#### 1.5 Offer to remain open for 14 days after being declared unconditional as to acceptances

In order to give Shareholders who have not accepted the Offer the opportunity to do so after the Offer has become or is declared unconditional as to acceptances, the Offer will remain open for a period of not less than 14 days (the "**Rule 22.6 Period**") after the date on which it would otherwise have closed. This requirement does not apply if, before the Offer has become or is declared unconditional as to acceptances, the Offeror has given Shareholders at least 14 days' notice in writing ("**Shut-Off Notice**") that the Offer will not be open for acceptance beyond a specified Closing Date, provided that:

- (i) the Offeror may not give a Shut-Off Notice in a competitive situation; and
- (ii) the Offeror may not enforce a Shut-Off Notice, if already given, in a competitive situation.

If a declaration that the Offer is unconditional as to acceptances is confirmed in accordance with Section 3.1 of this Appendix A, the Rule 22.6 Period will run from the date of such confirmation or the date on which the Offer would otherwise have closed, whichever is the later.

As at the Latest Practicable Date, the Offeror has procured an irrevocable undertaking from SIO to accept the Offer for all its 51.12% interest in GMG immediately upon the despatch of this Offer Document and receipt of this Offer Document by SIO. **Accordingly, the Offer will become unconditional as to acceptances upon SIO tendering its GMG Shares in acceptance of the Offer.**

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## APPENDIX A – DETAILS OF THE OFFER

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### 1.6 Final Day Rule

The Offer will not be capable of:

- (i) becoming or being declared unconditional as to acceptances after 5.30 p.m. (Singapore time) on the 60th day after the Despatch Date; or
- (ii) being kept open after the expiry of such 60-day period unless it has previously become or been declared to be unconditional as to acceptances,

provided that the Offeror may extend the Offer beyond such 60-day period with the permission of the SIC (“**Final Day Rule**”). The SIC will consider granting such permission in circumstances, including but not limited to, where a competing offer has been announced.

## 2. SETTLEMENT

Subject to the receipt by the Offeror from the accepting Shareholders of all relevant documents required by the Offeror which are complete in all respects and in accordance with the instructions given in this Offer Document and in the FAA and/or the FAT, as the case may be:

- (i) in the case of a Depositor, the receipt by the Offeror of confirmation satisfactory to it that the relevant number of GMG Shares tendered by the accepting Shareholders in acceptance of the Offer are standing to the credit of the “Free Balance” of their respective Securities Account at the relevant time(s), the appropriate number of Consideration Shares will be credited to the respective Securities Accounts of the accepting Shareholders; and
- (ii) in the case of scrip holders, share certificates in respect of the Consideration Shares for the appropriate number of Consideration Shares (“**Offeror Share Certificates**”), will be despatched to accepting Shareholders by ordinary post at the risk of the accepting Shareholders, at their respective mailing addresses as may appear in the Register (save that no Offeror Share Certificates will, in the case of Overseas Shareholders, be despatched in or into any overseas jurisdiction (please refer to Section 5 of this Appendix A for more information on the arrangements for validly accepting Overseas Shareholders)).

Settlement of the Consideration Shares will occur, pursuant to Rule 30 of the Code, as soon as practicable, and in any case:

- (a) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared to be unconditional in all respects, within 7 business days after that date; or
- (b) in respect of acceptances which are complete and valid in all respects and are received after the Offer becomes or is declared to be unconditional in all respects, but before the Offer closes, within 7 business days after the date of such receipt.

## 3. ANNOUNCEMENTS

### 3.1 Timing and Contents

Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore time) on the Relevant Day, being the dealing day immediately after the day on which the Offer is due to expire, or the Offer becomes or is declared unconditional as to acceptances, or the Offer is extended, the Offeror will announce and simultaneously inform the SGX-ST of the total number of GMG Shares (as nearly as practicable):

- (i) for which acceptances of the Offer have been received;
- (ii) held by the Offeror and any party acting in concert with it prior to commencement of the Offer Period; and

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## APPENDIX A – DETAILS OF THE OFFER

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- (iii) acquired or agreed to be acquired by the Offeror and parties acting in concert with it during the Offer Period,

and will specify the percentages of the share capital of GMG represented by such numbers of GMG Shares.

### 3.2 Suspension

If the Offeror is unable within the time limit to comply with any of the requirements in Section 3.1 of this Appendix A, the SIC will consider requesting the SGX-ST to suspend dealings in the GMG Shares, and where appropriate, in the HAC Shares until the relevant information is given.

### 3.3 Valid Acceptances

Subject to Section 10.1 of the Letter to Shareholders in this Offer Document, in computing the number of GMG Shares represented by acceptances, the Offeror will, at the time of making an announcement, take into account acceptances which are valid in all respects.

Acceptances of the Offer will only be treated as valid for the purposes of the acceptance condition if the relevant requirements of Note 2 on Rule 28.1 of the Code are met.

## 4. RIGHT OF WITHDRAWAL OF ACCEPTANCES

### 4.1 Acceptances Irrevocable

Except as expressly provided in this Offer Document and the Code, acceptances of the Offer shall be irrevocable and may not be withdrawn.

### 4.2 Right of Withdrawal

A Shareholder who has tendered acceptances under the Offer may:

- (a) withdraw his acceptance immediately if the Offer has become or been declared unconditional as to acceptances but the Offeror fails to comply with any of the requirements set out in Section 3.1 of this Appendix A by 3.30 p.m. (Singapore time) on the Relevant Day. Subject to Rule 22.9 of the Code in relation to the Final Day Rule, the Offeror may terminate this right of withdrawal not less than eight (8) days after the Relevant Day by confirming (if that be the case) that the Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code, being the requirements set out in Section 3.1 of this Appendix A. For the purpose of Rule 22.6 of the Code, the Rule 22.6 Period, as referred to in Section 1.5 of this Appendix A, will run from the date of such confirmation, or on the date which the Offer would have otherwise expired, whichever is later;
- (b) withdraw his acceptance after 14 days from the first Closing Date, if the Offer has not by then become unconditional as to acceptances. Such entitlement to withdraw will be exercisable until the Offer becomes unconditional as to acceptances; or
- (c) withdraw his acceptance immediately if a competing offer for the GMG Shares becomes or is declared to be unconditional as to acceptances.

### 4.3 Procedure for withdrawal of acceptances

To withdraw his acceptance under the Offer, an accepting Shareholder:

- (a) holding GMG Shares which **are deposited in CDP** must give written notice to the Offeror at Halcyon Agri Corporation Limited, c/o The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588; or



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## APPENDIX A – DETAILS OF THE OFFER

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- (b) holding GMG Shares which **are not deposited with CDP** must give written notice to the Offeror at Halcyon Agri Corporation Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

Such notice of withdrawal shall be effective only when actually received by the Offeror.

### 5. OVERSEAS SHAREHOLDERS

#### 5.1 Despatch into and receipt from Overseas Jurisdictions

Persons receiving copies of this Offer Document, and the Relevant Acceptance Forms (including, without limitation, custodians, nominees and trustees holding GMG Shares for persons in any overseas jurisdictions) should not distribute or send them in, into or from any overseas jurisdiction in connection with the Offer, and so doing may render invalid any related purported acceptance of the Offer. Envelopes containing the Relevant Acceptance Forms should not be postmarked in any overseas jurisdiction, or otherwise despatched from any overseas jurisdiction, and all accepting Overseas Shareholders should provide addresses in Singapore for the receipt of the Offeror Share Certificate(s) for the Consideration Shares or the return of the Relevant Acceptance Forms, share certificate(s) relating to the GMG Shares and/or other document(s) of title.

#### 5.2 Third Party Action

If, in connection with making the Offer, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this Offer Document, the FAA or the FAT or any related offering documents in, into or from any overseas jurisdiction, such persons should (i) inform the recipient of such fact; (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and (iii) draw the attention of the recipient to this Section 5 of this Appendix A.

#### 5.3 Discretion of the Offeror

The provisions of this Section 5 of this Appendix A and any other terms of the Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Shareholders or on a general basis by the Offeror in its absolute discretion but only if the Offeror is satisfied that such waiver, variance or modification will not constitute or give rise to a breach of applicable securities or other law.

The provisions of this Section 5 of this Appendix A shall supersede any terms of the Offer inconsistent herewith.

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## APPENDIX B – PROCEDURES FOR ACCEPTANCE

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### 1. PROCEDURES FOR ACCEPTANCE OF OFFER BY DEPOSITORS WHOSE SECURITIES ACCOUNTS ARE AND/OR WILL BE CREDITED WITH GMG SHARES

#### 1.1 Depositors whose Securities Accounts are credited with GMG Shares

If you have GMG Shares standing to the credit of your Securities Account, you are entitled to receive this Offer Document together with the FAA. If you wish to accept the Offer, you should:

(a) complete the FAA in accordance with the provisions and instructions in this Offer Document and the FAA (which provisions and instructions shall be deemed to form part of the terms of the Offer). In particular, you must state in Part (A) of the FAA the number of GMG Shares in respect of which you wish to accept the Offer. If you:

(i) do not specify such number; or

(ii) specify a number which exceeds the number of GMG Shares standing to the credit of the “Free Balance” of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt, or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt must fall on or before the Closing Date),

you shall be deemed to have accepted the Offer in respect of all the GMG Shares standing to the credit of the “Free Balance” of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date;

(b) sign the FAA in accordance with this Appendix B and the instructions printed on the FAA; and

(c) deliver the completed and signed FAA in its entirety (no part may be detached or otherwise mutilated),

(i) **either by hand to:**

**Halcyon Agri Corporation Limited**  
c/o The Central Depository (Pte) Limited  
9 North Buona Vista Drive  
#01-19/20 The Metropolis  
Singapore 138588

(ii) **or by post** in the enclosed pre-addressed envelope at your own risk, to:

**Halcyon Agri Corporation Limited**  
c/o The Central Depository (Pte) Limited  
Robinson Road Post Office  
P.O. Box 1984  
Singapore 903934

in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only.

If you have sold or transferred all your GMG Shares held through CDP, you need not forward this Offer Document and the accompanying FAA to the purchaser or transferee, as CDP will arrange for a separate Offer Document and FAA to be sent to the purchaser or transferee. Purchasers of the GMG Shares should note that CDP will, for and on behalf of the Offeror, send a copy of this Offer Document and the FAA by ordinary post at the purchasers' own risk to their respective addresses as they appear in the records of CDP.

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## APPENDIX B – PROCEDURES FOR ACCEPTANCE

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If you are a Depository Agent, you may accept the Offer via Electronic Acceptance. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf and such Electronic Acceptances must be submitted not later than 5.30 p.m. (Singapore time) on the Closing Date. Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and this Offer Document as if the FAA had been completed and delivered to CDP.

### 1.2 Depositors whose Securities Accounts will be credited with GMG Shares

If you have purchased GMG Shares on the SGX-ST after the Despatch Date and such GMG Shares are in the process of being credited to the “Free Balance” of your Securities Account, you should also receive this Offer Document together with the FAA. If you wish to accept the Offer in respect of all or any of your GMG Shares, you should, after the “Free Balance” of your Securities Account has been credited with such number of GMG Shares:

- (a) complete and sign the FAA in accordance with the provisions and instructions in this Offer Document and the FAA (which provisions and instructions shall be deemed to form part of the terms of the Offer); and
- (b) deliver the completed and signed FAA in its entirety (no part may be detached or otherwise mutilated):

- (i) **either by hand** to:

**Halcyon Agri Corporation Limited**  
c/o The Central Depository (Pte) Limited  
9 North Buona Vista Drive  
#01-19/20 The Metropolis  
Singapore 138588

- (ii) **or by post** in the enclosed pre-addressed envelope at your own risk, to:

**Halcyon Agri Corporation Limited**  
c/o The Central Depository (Pte) Limited  
Robinson Road Post Office  
P.O. Box 1984  
Singapore 903934

in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only.

### 1.3 Suspense Account

Upon receipt of the FAA which is complete and valid in all respects, CDP will transfer the GMG Shares in respect of which you have accepted the Offer from the “Free Balance” of your Securities Account to a “Suspense Account”. Such GMG Shares will be held in the “Suspense Account” until the consideration for such GMG Shares has been credited to your Securities Account.

### 1.4 Rejection

If you purchase GMG Shares on the SGX-ST, your acceptance in respect of such GMG Shares will be rejected if the “Free Balance” of your Securities Account is not credited with such Offer Shares by 5.00 p.m. (Singapore time) on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date). None of CDP, Deutsche Bank and the Offeror accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

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## APPENDIX B – PROCEDURES FOR ACCEPTANCE

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### 1.5 No Securities Account

If you do not have any existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in the FAA will be rejected.

### 1.6 Receipt

No acknowledgement of receipt will be given by CDP for submissions of the FAA made by hand or by post or deposited into boxes located at CDP's premises. However, you will receive a notification letter informing you of the GMG Shares earmarked in your securities account upon the FAA being processed. All communications, notices, documents and payments will be sent by ordinary post at your risk to your mailing address as it appears in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of GMG Shares credited to your Securities Account. You can verify the number of GMG Shares credited to your Securities Account through: (a) CDP Online if you have registered for the CDP Internet Access Service or (b) CDP Phone Service if you have a T-PIN.

## 2. SHAREHOLDERS WHO HOLD GMG SHARES NOT DEPOSITED WITH CDP

### 2.1 Shareholders whose GMG Shares are not deposited with CDP

If you hold GMG Shares which are not deposited with CDP (“**in scrip form**”), you are entitled to receive this Offer Document together with the FAT. If you wish to accept the Offer in respect of all or any of your GMG Shares, you should:

(a) complete the FAT in accordance with the provisions and instructions in this Offer Document and the FAT (which provisions and instructions shall be deemed to form part of the terms of the Offer). In particular, you must state in Part (A) of the FAT the number of GMG Shares in respect of which you wish to accept the Offer and state in Part (B) of the FAT the share certificate(s) number(s) of the relevant share certificate(s). If you:

- (i) do not specify any number in Part (A) of the FAT; or
- (ii) specify a number in Part (A) of the FAT which exceeds the number of GMG Shares represented by the attached share certificate(s) accompanying the FAT,

you shall be deemed to have accepted the Offer in respect of all the Shares represented by the share certificate(s) accompanying the FAT;

(b) sign the FAT in accordance with this Appendix B and the instructions printed on the FAT; and

(c) deliver:

- (i) the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
- (ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror relating to the GMG Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding GMG Shares but do not have the relevant share certificate(s) relating to such GMG Shares, you, at your own risk, are required to procure GMG to issue such share certificate(s) in accordance with the constitution of GMG and then deliver such share certificate(s) in accordance with the procedures set out in this Appendix B and the FAT; and

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## APPENDIX B – PROCEDURES FOR ACCEPTANCE

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- (iii) where such GMG Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of transferee left blank (to be completed by the Offeror or a person authorised by it), **either by hand or by post** (in the enclosed pre-addressed envelope at your own risk), to:

**Halcyon Agri Corporation Limited**  
c/o Boardroom Corporate & Advisory Services Pte. Ltd.  
50 Raffles Place  
#32-01 Singapore Land Tower  
Singapore 048623

in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only.

### 2.2 Receipt

No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) or any other accompanying document(s) will be given by the Offeror, Deutsche Bank or the Share Registrar.

## 3. OTHER RELEVANT INFORMATION IN RESPECT OF THE PROCEDURES FOR ACCEPTANCE

### 3.1 Disclaimer

The Offeror, Deutsche Bank, CDP and/or the Share Registrar will be entitled, at their sole and absolute discretion, to reject or treat as invalid any acceptance of the Offer through the Relevant Acceptance Form, as the case may be, which is not entirely in order or which does not comply with the terms of this Offer Document and the Relevant Acceptance Forms or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the Relevant Acceptance Forms are properly completed and executed in all respects and are submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), Deutsche Bank, CDP and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

### 3.2 Discretion

The Offeror and Deutsche Bank each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in this Offer Document or in the Relevant Acceptance Forms, or if made otherwise than in accordance with the provisions of this Offer Document and in the Relevant Acceptance Forms. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), Deutsche Bank, CDP and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

### 3.3 Scrip and Scripless GMG Shares

If you hold some GMG Shares with CDP and others in scrip form, you should complete the FAA for the former and the FAT for the latter in accordance with the respective procedures set out in this Appendix B if you wish to accept the Offer in respect of such GMG Shares.



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## APPENDIX B – PROCEDURES FOR ACCEPTANCE

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### 3.4 **Acceptances received on Saturday, Sunday or public holiday**

Acceptances in the form of the FAA and/or the FAT received by CDP and/or the Share Registrar, for and on behalf of the Offeror, on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

### 3.5 **Deposit Time**

If you hold GMG Shares in scrip form, the GMG Shares may not be credited into your Securities Account with CDP in time for you to accept the Offer by way of the FAA if you were to deposit your share certificate(s) with CDP after the Despatch Date. If you wish to accept the Offer in respect of such GMG Shares held in scrip form, you should complete the FAT and follow the procedures set out in Section 2 of this Appendix B and the instructions printed on the FAT.

### 3.6 **Correspondences**

All communications, certificates, notices, documents and remittances to be delivered or sent to you (or, in the case of scrip holders, your designated agent or, in the case of accepting joint Shareholders who have not designated any agent, to the one first named in the Register, as the case may be) will be sent by ordinary post to your mailing address appearing in the records of CDP or the Register, as the case may be, at the risk of the person(s) entitled thereto.

### 3.7 **Evidence of Title**

Delivery of the duly completed and signed Relevant Acceptance Form, as the case may be, together with the relevant share certificate(s) and/or other documents of title and/or other relevant documents required by the Offeror, to the Offeror, CDP and/or the Share Registrar, as the case may be, shall be conclusive evidence in favour of the Offeror (or its nominee), CDP and/or the Share Registrar, as the case may be, of the right and title of the person(s) signing it to deal with the same and with the GMG Shares to which it relates.

### 3.8 **Loss in Transmission**

The Offeror, Deutsche Bank, CDP or the Share Registrar, as the case may be, shall not be liable for any loss in transmission of any of the Relevant Acceptance Forms.

### 3.9 **Acceptance Irrevocable**

The acceptance of the Offer made by you using the Relevant Acceptance Form, as the case may be, shall be irrevocable and any instructions or subsequent FAA(s) and/or FAT(s) received by CDP and/or the Share Registrar after the FAA and/or the FAT has been received shall be disregarded.

### 3.10 **Personal Data Privacy**

By completing and delivering the FAA and/or FAT, each person:

- (a) consents to the collection, use and disclosure of his personal data by Boardroom Corporate & Advisory Services Pte. Ltd., Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, the Financial Adviser and GMG (“**Authorised Persons**”) for the purpose of facilitating his acceptance of the Offer, and in order for the Authorised Persons to comply with any applicable laws, listing rules, regulations and/or guidelines;
- (b) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law; and
- (c) agrees that he will indemnify the Authorised Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of such warranty.

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## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

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### 1. DIRECTORS

The names, addresses and descriptions of the Directors as at the Latest Practicable Date are set out below:

<b>Name</b>	<b>Address</b>	<b>Designation</b>
Robert Meyer	c/o 250 North Bridge Road #12-01 Raffles City Tower, Singapore 179101	Executive Chairman and Chief Executive Officer
Pascal Demierre	c/o 250 North Bridge Road #12-01 Raffles City Tower, Singapore 179101	Executive Director
Alan Nisbet	c/o 250 North Bridge Road #12-01 Raffles City Tower, Singapore 179101	Lead Independent Director
Randolph Khoo Boo Teck	c/o 250 North Bridge Road #12-01 Raffles City Tower, Singapore 179101	Independent Director
Liew Choon Wei	c/o 250 North Bridge Road #12-01 Raffles City Tower, Singapore 179101	Independent Director

### 2. BACKGROUND INFORMATION AND PRINCIPAL ACTIVITIES

The Offeror is a limited liability company incorporated in Singapore on 7 April 2005. Listed on the Catalist Board of the SGX-ST on 1 February 2013, the Offeror moved its listing to the Mainboard of the SGX-ST on 29 June 2015. The Offeror's registered office is 250 North Bridge Road, #12-01 Raffles City Tower, Singapore 179101. Its principal office is located at 180 Clemenceau Avenue, #05-02 Haw Par Centre, Singapore 239922.

The HAC Group is a global natural rubber supply chain manager. Its business activities span the entire natural rubber supply chain and are organised around three (3) key stages of activity: Origination, Production and Distribution. The HAC Group produces high quality natural rubber at its 14 processing facilities in Indonesia and Malaysia and produces sustainable, premium TSR under its proprietary HEVEAPRO brand. It sells its own products and products procured from third parties to an extensive customer base of the world's top tyre producers and hundreds of industrial manufacturers. The HAC Group's distribution network is extensive, comprising sales offices and logistic assets spanning South East Asia, the PRC, South Africa, the United States and Europe. The HAC Group is one of the top five (5) natural rubber companies globally, with a production capacity of 748,000 tonnes and a distribution capability in excess of one (1) million tonnes.

Since the founding of the HAC Group in 2010, it has grown rapidly by successfully acquiring and integrating a number of the longest established and highest quality businesses in the industry, including the Anson Group (Lee Rubber Indonesia), which traces its roots back to the 1930s. A total of six (6) acquisitions have been completed since its initial public offering in 2013, establishing the HAC Group as one of the natural rubber industry's leading participants, with unrivalled scale, scope and reach. The HAC Group has undertaken three (3) equity fund raisings and one (1) bond issuance since its initial public offering.

The HAC Group has a track record of successfully executing its growth strategy, delivering strong returns for its shareholders. The HAC Group increased its revenue by approximately 448% from US\$222 million in FY2012 to US\$995 million in FY2015. The price per HAC Share increased by

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## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

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approximately 176% from S\$0.360 at initial public offering in February 2013 to S\$0.635 as of 11 January 2016, being the last full market day prior to SGX-ST queries on 12 January 2016 in relation to media reports concerning Sinochem and HAC. The market capitalisation of HAC has also increased by approximately 265% from S\$104 million at initial public offering to S\$381 million as of 11 January 2016.

Following completion of the HAC MGO on 22 August 2016, HAC became a subsidiary of SIO and an indirect subsidiary of Sinochem.

Additional information on the Offeror can be found on its website at <http://www.halcyonagri.com/>. Additional information on Sinochem can be found at its website at <http://www.sinochemintl.com/>.

### 3. SHARE CAPITAL

#### 3.1 Issued HAC Shares

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$210,039,652.40 comprising 600,092,000 HAC Shares, and there has not been any change to the number of HAC Shares since the end of FY2015. The Offeror does not hold any HAC Shares in treasury.

As at the Latest Practicable Date, the Offeror does not have any outstanding instruments convertible into, rights to subscribe for, and options in respect of, the HAC Shares or which carry voting rights affecting the HAC Shares.

As at the Latest Practicable Date, there has been no re-organisation of capital of the Offeror during the three (3) financial years preceding the date of the Offer, being the Despatch Date.

#### 3.2 Capital, Dividends and Voting Rights

The rights of HAC Shareholders in respect of capital, dividends and voting in relation to the HAC Shares are contained in the Constitution of the Offeror. For ease of reference, selected texts from the Constitution relating to the same have been reproduced, without amendment, in Appendix G to this Offer Document.

### 4. FINANCIAL INFORMATION OF THE HAC GROUP

Certain financial information extracted from the Offeror's annual reports for FY2013, FY2014 and FY2015 respectively and from the unaudited consolidated financial statements of the Offeror for H1 2016 is set out below. The financial information for FY2013, FY2014 and FY2015 should be read in conjunction with the audited consolidated financial statements of the Offeror for the relevant financial periods and the related notes thereto.

Copies of the Offeror's annual reports for FY2013, FY2014, FY2015 and the financial statements for H1 2016 are available for inspection at the Offeror's registered office at 250 North Bridge Road, #12-01 Raffles City Tower, Singapore 179101 during normal business hours for the period during which the Offer remains open for acceptance and are available on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

### 4.1 Selected Financial Information relating to Income Statements for FY2013, FY2014, FY2015 and H1 2016

<i>Figures in US\$'000</i>	FY2013	FY2014	FY2015	H1 2016
Revenue	204,970	479,247	994,712	381,849
Exceptional items <sup>(1)</sup>	(1,009)	(13,926)	(4,284)	(4,208)
Profit before tax	10,687	(9,814)	12,264	(15,095)
Profit after tax	9,111	(12,865)	6,349	(14,255)
Non-controlling interests	18	(3,436)	(2,118)	370
Net earnings per HAC Share (US cents)	2.88	(2.34)	1.94	(2.44)
Net dividends per HAC Share (S\$)	0.01 <sup>(2)</sup>	-	-	-

Notes:

- (1) Computed as the difference between EBITDA and adjusted EBITDA as reported in the respective financial filings of HAC.
- (2) Dividends declared in respect of FY2013.

### 4.2 Statements of Assets and Liabilities as at 31 December 2015 (audited) and 30 June 2016 (unaudited)

<i>Figures in US\$'000</i>	31 December 2015	30 June 2016
<b>Current assets</b>		
Cash and bank balances	70,541	71,492
Trade receivables and prepayments	65,030	55,312
Other receivables	30,751	27,982
Derivative financial instruments	24,250	12,192
Inventories	102,875	119,589
Total current assets	293,447	286,567
<b>Non-current assets</b>		
Intangible assets	200,534	200,516
Property, plant and equipment	99,489	101,970
Plantation related properties	35,491	39,546
Biological assets	6,360	5,399
Investment properties	21,420	21,913
Deferred tax assets	3,175	3,556
Other non-current assets	148	199
Total non-current assets	366,617	373,099
<b>Total assets</b>	<b>660,064</b>	<b>659,666</b>
<b>Current liabilities</b>		
Derivative financial instruments	7,567	12,651
Trade payables	11,249	9,738
Other payables and advances	18,349	12,852
Loan payables	191,874	196,294
Provision for taxation	1,553	1,436
Finance lease	435	443
Total current liabilities	231,027	233,414
<b>Net Current Assets</b>	<b>62,420</b>	<b>53,153</b>

## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

<i>Figures in US\$'000</i>	31 December 2015	30 June 2016
<b>Non-current liabilities</b>		
Loan payables	270,150	265,536
Retirement benefit obligations	10,703	11,359
Deferred tax liabilities	20,486	20,971
Finance lease	1,046	933
Total non-current liabilities	302,385	298,799
<b>Total liabilities</b>	<b>533,412</b>	<b>532,213</b>
<b>Net Assets</b>	<b>126,652</b>	<b>127,453</b>
<b>Equity</b>	<b>126,652</b>	<b>127,453</b>
<b>Total liabilities and equity</b>	<b>660,064</b>	<b>659,666</b>

### 5. MATERIAL CHANGES IN FINANCIAL POSITION

Save as disclosed in publicly available information on the HAC Group, as at the Latest Practicable Date, there has been no known material change in the financial position of the HAC Group since FY2015, being the date of the HAC Group's last published audited financial statements.

### 6. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies of the HAC Group which are disclosed in (a) Note 2 to the audited consolidated financial statements of the HAC Group for FY2015 and (b) the unaudited consolidated financial statements for H1 2016 are reproduced in Appendix F to this Offer Document.

### 7. CHANGES IN ACCOUNTING POLICIES

As at the Latest Practicable Date, the HAC Group has adopted all applicable new and revised Financial Reporting Standards ("FRS") and Interpretations of Financial Reporting Standards which became effective for accounting periods beginning on or after 1 January 2016, including the amendments to FRS 16 and FRS 41 that resulted in the HAC Group's oil palm plantation (as bearer plants) being accounted for in accordance with FRS 16 Property, Plant and Equipment. Save as disclosed above, there has been no change in the accounting policies of the HAC Group since the date of its audited consolidated financial statements for FY2015 which will cause the figures disclosed in this Offer Document not to be comparable to a material extent.

### 8. INDEBTEDNESS

As at H1 2016, the HAC Group has the following outstanding borrowings, debt securities and guarantees:

Details	Amount (US\$)
Internationalisation Finance Scheme term loan dated 4 October 2013	11,000,000
Hire purchase financing arrangement dated 7 March 2014	1,300,000
S\$125,000,000 6.50 per cent. notes due 2019 comprised in series 001 issued pursuant to the S\$300,000,000 Multicurrency Debt Issuance Programme established on 25 April 2014	90,100,000



## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

Details	Amount (US\$)
Facilities agreement dated 5 August 2014 (as amended by an Amendment Agreement dated 31 December 2014 and further amended and restated by an Amendment and Restatement Agreement dated 26 June 2015 and a Second Amendment and Restatement Agreement dated 18 November 2015)	347,600,000
Trade finance facilities agreement dated 25 June 2015 (as amended by an agreement dated 13 January 2016)	10,100,000
Trade facility letter dated 21 August 2015	1,200,000
General working capital loan dated 27 April 2016	1,000,000

There have been no material changes from H1 2016 to the Latest Practicable Date to the abovementioned borrowings, debt securities and guarantees. Save as disclosed above, and taking into account that there are no said material changes, apart from intra-group indebtedness and guarantees, as at the Latest Practicable Date, none of the HAC Group has any outstanding bank overdrafts or loans, or other similar indebtedness, mortgages, charges, guarantees or other material contingent liabilities.

### 9. MATERIAL LITIGATION

As at the Latest Practicable Date, the Offeror is not engaged in any material litigation as plaintiff or defendant which might materially and adversely affect the financial position of the Offeror as a whole. The Directors are not aware of any proceedings pending or threatened against the Offeror or of any facts likely to give rise to any proceedings which might materially or adversely affect the financial position of the Offeror taken as a whole.

### 10. MATERIAL CONTRACTS WITH INTERESTED PERSONS

As at the Latest Practicable Date, save as disclosed below, the Offeror has not entered into any material contracts with interested persons (within the meaning of Note 1 to Rule 23.12 of the Code), other than those entered into in the ordinary course of business carried on or intended to be carried on by the Offeror, during the period commencing three (3) years prior to the Despatch Date.

#### 10.1 Conditional share sale and purchase agreement (the “CSPA”)

On 6 November 2013, the Offeror entered into the CSPA with Forlenza Investments Limited, Jewel Castle Limited and Laveyne Limited for the acquisition by the Offeror of the entire issued and paid-up share capital of JFL Agro Pte. Ltd. (“JFL”) for an aggregate purchase consideration of RM143,224,750 which was satisfied by a combination of cash consideration amounting to RM 93,650,540 and issuance of 26,000,000 new shares in the Offeror at an issue price of S\$0.72 per share.

Laveyne Limited is a company beneficially owned by the then controlling shareholder of the Offeror, the late Dato’ Lynette Le Mercier, which holds 24.5% of the total issued share capital of JFL. Accordingly, Laveyne Limited is an interested person for the purposes of Rule 24.6 read with Rule 23.12 of the Code.

The transaction pursuant to the CSPA was approved by HAC Shareholders at an extraordinary general meeting of the Offeror held on 12 December 2013 and completion of the transaction took place on 29 January 2014.

More details of the CSPA can be found in the various announcements by the Offeror on [www.sgx.com](http://www.sgx.com).

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## APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR

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### 10.2 Subscription and shareholders' agreement (the "SSA")

On 11 July 2014, the Offeror and its wholly-owned subsidiary, Halcyon Rubber Company Pte. Ltd. ("HRC") entered into the SSA with Angsana, pursuant to which:

- (a) the Offeror subscribed for 109,999,999 ordinary shares in HRC for a consideration of S\$109,999,999; and
- (b) Angsana subscribed for 75,000,000 preference shares in HRC for a consideration of S\$75,000,000.

The SSA was entered into for the purpose of and as part of the funding requirements for the acquisition of Anson Company (Private) Limited. Angsana is a company wholly owned by Keystone Pacific Pte. Ltd., a substantial shareholder of the Offeror, and wholly-owned by Mr Robert Meyer, the Executive Chairman and Chief Executive Officer of the Offeror. Accordingly, Angsana is an interested person for the purposes of Rule 24.6 read with Rule 23.12 of the Code.

The transaction pursuant to the SSA was approved by HAC Shareholders at an extraordinary general meeting of the Offeror held on 4 August 2014 and completion of the transaction took place on 7 August 2014.

More details on the SSA can be found in the various announcements by the Offeror on [www.sgx.com](http://www.sgx.com).

## 11. GENERAL

### 11.1 Costs and Expenses

All costs and expenses of or incidental to the preparation and circulation of this Offer Document, the FAA and the FAT (other than professional fees and other costs incurred or to be incurred by GMG relating to the Offer) and stamp duty and transfer fees resulting from acceptances of the Offer will be paid by the Offeror.

### 11.2 Consents

Deutsche Bank (as Financial Adviser to the Offeror in connection with the Offer) has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion of its name and all references thereto, in the form and context in which they appear in this Offer Document, and to act in such capacity in relation to this Offer Document.

## 12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the Offeror's registered office at 250 North Bridge Road, #12-01 Raffles City Tower Singapore 179101 for the period which the Offer remains open for acceptance:

- (a) the Implementation Agreement;
- (b) the Pre-Conditional Offer Announcement;
- (c) the Transactions Announcement;
- (d) the Formal Offer Announcement;
- (e) the Constitution of the Offeror;
- (f) the letter of consent from Deutsche Bank, referred to in Section 11.2 of this Appendix C; and

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## **APPENDIX C – ADDITIONAL INFORMATION RELATING TO THE OFFEROR**

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- (g) the audited consolidated financial statements of the Offeror for FY 2013, FY2014 and FY2015, and the unaudited financial statements announced by the Offeror in the current financial year.

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## APPENDIX D – ADDITIONAL INFORMATION RELATING TO GMG

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(This appendix has been prepared based on publicly available sources. Additional information on GMG can be found at its website at <http://www.gmg.sg/>.)

### 1. DIRECTORS

The names, addresses and descriptions of the directors of GMG are as follows:

<b>Name</b>	<b>Address</b>	<b>Designation</b>
Qin Hengde	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Chairman, Non-Executive Director
Li Xuetao	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Executive Director, Chief Executive Officer
Mou Xiangfeng	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Executive Director, Vice President
Tay Puan Siong, JP, PBM	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Independent Non-Executive Director
Ong Kian Min	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Independent Non-Executive Director
Jeffrey Gondobintoro	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Non-Executive Director
Li Dajun	c/o 8 Marina View #34-05 Asia Square Tower 1 Singapore 018960	Non-Executive Director

### 2. SHARE CAPITAL

As at the Latest Practicable Date, GMG has a share capital comprising 766,019,636 issued and paid-up ordinary shares (excluding 1,565,000 treasury shares).

Based on the weighted average price per GMG Share as at the Latest Practicable Date, GMG has a market capitalisation of S\$417.5 million (*Source: Bloomberg L.P.*).

### 3. MATERIAL CHANGES IN FINANCIAL POSITION

To the best knowledge of the Offeror, save as disclosed in this Offer Document, there has not been any material change in the financial position or prospects of the GMG Group since 31 December 2015, being the date of the last balance sheet laid before the Shareholders in a general meeting.<sup>5</sup>

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<sup>5</sup> Taking into account the unaudited consolidated financial statements of the GMG Group for H1 2016 announced by GMG on 29 July 2016 and any other information on the GMG Group which is publicly available (including, without limitation, the announcements released by GMG on the SGX-ST).

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## APPENDIX D – ADDITIONAL INFORMATION RELATING TO GMG

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### 4. REGISTERED OFFICE

The registered office of GMG is at 8 Marina View, #34-05 Asia Square Tower 1, Singapore 018960.



## APPENDIX E – GENERAL INFORMATION

### 1. DISCLOSURES OF INTERESTS AND DEALINGS IN OFFEREE SECURITIES

#### 1.1 Interests and Dealings of the Offeror

Save for the irrevocable undertaking from SIO to the Offeror to accept the Offer in respect of its 51.12% interest in GMG, comprising 391,593,237 GMG Shares, as referred to in Section 3 of the Letter to Shareholders in this Offer Document, as at the Latest Practicable Date, the Offeror does not own or control, directly or indirectly, any Offeree Securities, and has not dealt for value in Offeree Securities during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date.

#### 1.2 Interests and Dealings of the Directors

As at the Latest Practicable Date, save for Mr Pascal Demierre who has (direct and deemed) interest in 68,600 GMG Shares (representing 0.00% of GMG Shares), none of the other Directors has any interest, direct or indirect, in Offeree Securities.

None of the Directors has dealt for value in Offeree Securities during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date.

#### 1.3 Interests and Dealings of any person acting in concert with Offeror

As at the Latest Practicable Date, save as disclosed below, no person acting in concert with the Offeror has direct or indirect interests in Offeree Securities, and has dealt for value in Offeree Securities during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date.

##### (a) Interests in Offeree Securities

Interests in Offeree Securities held by the Offeror and its concert parties as at the Latest Practicable Date are as follows:

Name	Direct Interest		Deemed Interest		Total Interest	
	No. of Offeree Securities	% <sup>(1)</sup>	No. of Offeree Securities	% <sup>(1)</sup>	No. of Offeree Securities	% <sup>(1)</sup>
Pascal Demierre	42,000	n.m. <sup>(2)</sup>	26,600	n.m. <sup>(2)</sup>	68,600	n.m. <sup>(2)</sup>
SIO	391,593,237 <sup>(3)</sup>	51.12	-	-	391,593,237	51.12
Sinochem	-	-	391,593,237 <sup>(4)</sup>	51.12	391,593,237	51.12
Deutsche Bank	1,815,619	0.24	-	-	1,815,619	0.24

Notes:

- (1) The shareholding percentage is calculated based on 766,019,636 GMG Shares in issue and rounded to the nearest two decimal places.
- (2) "n.m." means not meaningful.
- (3) Please refer to the irrevocable undertaking from SIO to the Offeror, referred to in Section 3 of the Letter to Shareholders in this Offer Document.
- (4) Sinochem is deemed interested in the 391,593,237 GMG Shares held by its wholly-owned subsidiary, SIO.

## APPENDIX E – GENERAL INFORMATION

### (b) Dealings in Offeree Securities

Dealings in Offeree Securities by the Offeror and its concert parties during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date are as follows:

Name	Date	No. of Offeree Securities		Transaction Price per GMG Share (S\$)
		Acquired	Disposed	
Deutsche Bank	14 Mar 2016	20	-	0.530
	14 Mar 2016	50	-	0.530
	12 Apr 2016	1,000,000	-	0.595
	2 Aug 2016	23,700	-	0.534
	2 Aug 2016	20,000	-	0.541
	3 Aug 2016	60,000	-	0.521
	3 Aug 2016	60,000	-	0.514
	4 Aug 2016	23,400	-	0.541
	5 Aug 2016	20,000	-	0.546
	5 Aug 2016	10,000	-	0.536
	8 Aug 2016	700	-	0.535

### 1.4 No Indemnity Arrangements

As at the Latest Practicable Date, neither the Offeror nor its concert parties has entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements and any agreement or understanding, formal or informal, of whatever nature, relating to the GMG Shares which may be an inducement to deal or refrain from dealing in the GMG Shares.

### 1.5 Other Arrangements

As at the Latest Practicable Date, neither the Offeror nor its concert parties has:

- (i) granted a security interest to another person, whether through a charge, pledge or otherwise;
- (ii) borrowed from another person (excluding borrowed shares which have been on-lent or sold);  
or
- (iii) lent to another person,  
  
any number or percentage of any Offeree Securities.

## 2. DISCLOSURES OF INTERESTS AND DEALINGS IN OFFEROR SECURITIES

### 2.1 Interests and Dealings of the Directors

As at the Latest Practicable Date, save as disclosed below, none of the Directors has any direct or indirect interests in Offeror Securities, and has dealt for value in Offeree Securities during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date.

## APPENDIX E – GENERAL INFORMATION

### 2.1.1 Interests in Offeror Securities

Interests in Offeror Securities, direct or indirect, held by the Directors as at the Latest Practicable Date are as follows:

Name of Director	Direct Interest		Deemed Interest		Total Interest	
	No. of HAC Shares	% <sup>(1)</sup>	No. of HAC Shares	% <sup>(1)</sup>	No. of HAC Shares	% <sup>(1)</sup>
Robert Meyer	-	-	55,000,000 <sup>(2)</sup>	9.17	55,000,000	9.17
Pascal Demierre	10,500,000	1.75	-	-	10,500,000	1.75

Notes:

- (1) The shareholding percentage is calculated based on 600,092,000 HAC Shares in issue as at the Latest Practicable Date and rounded to the nearest two decimal places.
- (2) Robert Meyer is deemed interested in 55,000,000 HAC Shares held by Angsana, a company indirectly-owned by Robert Meyer.

### 2.1.2 Dealings in Offeror Securities

Dealings in Offeror Securities by the Directors during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date are as follows:

Name of Director	Date of Dealing	Price per HAC Share (S\$)	Total number of HAC Shares sold
Robert Meyer	24 November 2015 <sup>(1)</sup>	0.72	5,000,000
	26 November 2015	0.72	2,550,000
	26 November 2015 <sup>(1)</sup>	0.72	28,250,000
	14 July 2016 <sup>(1)(2)</sup>	0.75	124,092,000
	17 August 2016 <sup>(3)</sup>	0.75	550,000
Pascal Demierre	15 July 2016 <sup>(2)</sup>	0.75	11,274,576
Alan Nisbet	22 August 2016 <sup>(4)</sup>	0.75	400,000

Notes:

- (1) Disposal of HAC Shares by the associates of Robert Meyer.
- (2) These HAC Shares were acquired by SIO pursuant to the Vendor SPAs, further details are set out in the Transactions Announcement.
- (3) Gunther Richard Meyer, father of Robert Meyer, tendered his 550,000 HAC Shares in acceptance of the HAC MGO.
- (4) Ms Low Yu Cheng, spouse of Alan Nisbet, tendered her 400,000 HAC Shares in acceptance of the HAC MGO.

## 2.2 **Interests and Dealings of any person acting in concert with Offeror**

As at the Latest Practicable Date, save as disclosed in this Offer Document, no person acting in concert with the Offeror has direct or indirect interests in Offeror Securities, and has dealt for value in Offeror Securities during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date.

## APPENDIX E – GENERAL INFORMATION

### 2.2.1 Interests in Offeror Securities

Interests in Offeror Securities held by the Offeror and its concert parties as at the Latest Practicable Date are as follows:

Name	Direct Interest		Deemed Interest		Total Interest	
	No. of HAC Shares	% <sup>(1)</sup>	No. of HAC Shares	% <sup>(1)</sup>	No. of HAC Shares	% <sup>(1)</sup>
Robert Meyer	-	-	55,000,000 <sup>(2)</sup>	9.17	55,000,000	9.17
Pascal Demierre	10,500,000	1.75	-	-	10,500,000	1.75
SIO	394,446,687	65.73	-	-	394,446,687	65.73
Sinochem	-	-	394,446,687 <sup>(3)</sup>	65.73	394,446,687	65.73

Notes:

- (1) The shareholding percentage is calculated based on 600,092,000 HAC Shares in issue and rounded to the nearest two decimal places.
- (2) Robert Meyer is deemed interested in 55,000,000 HAC Shares held by Angsana, a company indirectly-owned by Robert Meyer.
- (3) Sinochem is deemed interested in the 394,446,687 HAC Shares held by its wholly-owned subsidiary, SIO.

### 2.2.2 Dealings in Offeror Securities

Dealings in Offeror Securities by the Offeror and its concert parties during the period commencing three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date are as follows:

Name	Date	No. of HAC Shares		Transaction Price per HAC Share (S\$)
		Acquired	Disposed	
Robert Meyer	24 November 2015 <sup>(1)</sup>	-	5,000,000	0.72
	26 November 2015	-	2,550,000	0.72
	26 November 2015 <sup>(1)</sup>	-	28,250,000	0.72
	14 July 2016 <sup>(1)(2)</sup>	-	124,092,000	0.75
	17 August 2016 <sup>(3)</sup>	-	550,000	0.75
Pascal Demierre	15 July 2016 <sup>(2)</sup>	-	11,274,576	0.75
Alan Nisbet	22 August 2016 <sup>(4)</sup>	-	400,000	0.75
SIO	14 July 2016	124,092,000 <sup>(2)</sup>	-	0.75
	15 July 2016	45,947,576 <sup>(2)</sup>	-	0.75
	18 July 2016	10,400,000 <sup>(2)</sup>	-	0.75
	22 August 2016	214,007,111 <sup>(5)</sup>	-	0.75
Deutsche Bank	28 Dec 2015	-	4,900	0.669
	28 Dec 2015	-	200	0.668
	29 Dec 2015	-	7,100	0.662
	29 Dec 2015	-	400	0.662
	30 Dec 2015	-	38,500	0.686
	30 Dec 2015	10,000	-	0.705
	30 Dec 2015	-	10,000	0.670
	30 Dec 2015	-	2,400	0.686
	31 Dec 2015	-	8,200	0.671

## APPENDIX E – GENERAL INFORMATION

Name	Date	No. of HAC Shares		Transaction Price per HAC Share (S\$)
		Acquired	Disposed	
	31 Dec 2015	-	500	0.671
	04 Jan 2016	-	11,600	0.671
	04 Jan 2016	-	700	0.671
	05 Jan 2016	-	2,400	0.669
	05 Jan 2016	-	100	0.669
	06 Jan 2016	-	9,100	0.662
	06 Jan 2016	-	600	0.662
	07 Jan 2016	-	9,900	0.642
	07 Jan 2016	-	600	0.642
	08 Jan 2016	-	10,900	0.624
	08 Jan 2016	-	800	0.624
	26 Jan 2016	88,800	-	0.675
	26 Jan 2016	40,000	-	0.656
	27 Jan 2016	15,100	-	0.672
	27 Jan 2016	-	6,200	0.670
	28 Jan 2016	-	23,200	0.669
	29 Jan 2016	9,200	-	0.690
	29 Jan 2016	-	37,900	0.685
	01 Feb 2016	-	16,600	0.702
	02 Feb 2016	8,800	-	0.695
	03 Feb 2016	46,100	-	0.690
	04 Feb 2016	7,900	-	0.695
	05 Feb 2016	20,600	-	0.695
	10 Feb 2016	11,100	-	0.685
	11 Feb 2016	13,100	-	0.685
	12 Feb 2016	2,100	-	0.695
	15 Feb 2016	-	11,000	0.710
	16 Feb 2016	-	41,400	0.707
	16 Feb 2016	11,500	-	0.708
	17 Feb 2016	24,800	-	0.690
	17 Feb 2016	-	4,600	0.690
	18 Feb 2016	-	5,100	0.695
	19 Feb 2016	-	7,400	0.690
	22 Feb 2016	2,500	-	0.685
	23 Feb 2016	22,600	-	0.685
	23 Feb 2016	-	27,300	0.685
	24 Feb 2016	-	21,000	0.671
	25 Feb 2016	-	17,900	0.677
	26 Feb 2016	-	15,400	0.680
	29 Feb 2016	8,900	-	0.677
	29 Feb 2016	-	2,200	0.675
	01 Mar 2016	-	6,500	0.675

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Name	Date	No. of HAC Shares		Transaction Price per HAC Share (\$)
		Acquired	Disposed	
	02 Mar 2016	-	11,500	0.680
	03 Mar 2016	32,200	-	0.685
	03 Mar 2016	-	2,200	0.680
	04 Mar 2016	61,900	-	0.690
	07 Mar 2016	-	10,200	0.685
	07 Mar 2016	6,500	-	0.690
	08 Mar 2016	-	36,800	0.685
	08 Mar 2016	5,000	-	0.685
	09 Mar 2016	-	23,300	0.680
	10 Mar 2016	-	5,100	0.680
	16 Mar 2016	-	4,600	0.685
	18 Mar 2016	-	5,000	0.690
	22 Mar 2016	-	56,300	0.711
	22 Mar 2016	20,000	-	0.715
	28 Mar 2016	-	20,000	0.740
	28 Mar 2016	1,008,000	-	0.738
	28 Mar 2016	2,880,000	-	0.741
	28 Mar 2016	120,000	-	0.741
	28 Mar 2016	42,000	-	0.738
	30 Mar 2016	3,000	-	0.739
	30 Mar 2016	960,000	-	0.736
	30 Mar 2016	40,000	-	0.736
	30 Mar 2016	31,400	-	0.736
	30 Mar 2016	21,600	-	0.736
	30 Mar 2016	31,400	-	0.736
	31 Mar 2016	400	-	0.736
	1 Apr 2016	400	-	0.735
	1 Apr 2016	21,400	-	0.736
	1 Apr 2016	31,200	-	0.736
	1 Apr 2016	31,200	-	0.736
	4 Apr 2016	400	-	0.736
	4 Apr 2016	21,600	-	0.731
	4 Apr 2016	31,400	-	0.731
	4 Apr 2016	31,400	-	0.731
	5 Apr 2016	2,300	-	0.734
	6 Apr 2016	1,100	-	0.736
	7 Apr 2016	1,700	-	0.736
	8 Apr 2016	300	-	0.734
	11 Apr 2016	900	-	0.739
	13 Apr 2016	600	-	0.741
	14 Apr 2016	100	-	0.741
	15 Apr 2016	21,700	-	0.741



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Name	Date	No. of HAC Shares		Transaction Price per HAC Share (\$\$)
		Acquired	Disposed	
	15 Apr 2016	29,400	-	0.741
	15 Apr 2016	29,400	-	0.741
	12 May 2016	-	65,000	0.734
	12 May 2016	2,500	-	0.736
	12 May 2016	-	65,000	0.734
	17 May 2016	21,500	-	0.736
	17 May 2016	36,600	-	0.736
	17 May 2016	21,500	-	0.736
	24 May 2016	12,000	-	0.731
	24 May 2016	288,000	-	0.731
	25 May 2016	74,400	-	0.731
	25 May 2016	14,800	-	0.731
	25 May 2016	14,800	-	0.731
	6 Jun 2016	33,300	-	0.731
	6 Jun 2016	7,300	-	0.731
	6 Jun 2016	7,300	-	0.731
	13 Jun 2016	288,000	-	0.721
	13 Jun 2016	25,800	-	0.721
	13 Jun 2016	12,000	-	0.721
	14 Jun 2016	48,400	-	0.731
	14 Jun 2016	27,000	-	0.731
	14 Jun 2016	27,000	-	0.731
	17 Jun 2016	8,400	-	0.731
	17 Jun 2016	19,800	-	0.731
	17 Jun 2016	19,800	-	0.731
	24 Jun 2016	50,000	-	0.721
	28 Jun 2016	28,800	-	0.731
	28 Jun 2016	15,800	-	0.731
	28 Jun 2016	15,800	-	0.731
	7 Jul 2016	485,000	-	0.721
	7 Jul 2016	896,500	-	0.721
	7 Jul 2016	15,000	-	0.721
	7 Jul 2016	27,700	-	0.721
	7 Jul 2016	-	40,000	0.714
	11 Jul 2016	5,005,200	-	0.746
	11 Jul 2016	154,800	-	0.746
	11 Jul 2016	16,000	-	0.746
	11 Jul 2016	16,000	-	0.746
	12 Jul 2016	36,000	-	0.746
	12 Jul 2016	1,164,000	-	0.746
	13 Jul 2016	4,850,000	-	0.746
	13 Jul 2016	150,000	-	0.746

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Name	Date	No. of HAC Shares		Transaction Price per HAC Share (S\$)
		Acquired	Disposed	
	19 Jul 2016	-	9,100	0.740
	19 Jul 2016	40,000	-	0.746
	19 Jul 2016	40,000	-	0.746
	20 Jul 2016	-	2,100	0.741
	20 Jul 2016	528,500	-	0.746
	20 Jul 2016	5,820,000	-	0.746
	20 Jul 2016	180,000	-	0.746
	20 Jul 2016	16,400	-	0.746
	21 Jul 2016	75,800	-	0.746
	22 Jul 2016	78,900	-	0.746
	25 Jul 2016	242,400	-	0.746
	26 Jul 2016	53,300	-	0.746
	28 Jul 2016	4,700	-	0.746
	25 Aug 2016	-	220,600 <sup>(6)</sup>	0.750
	25 Aug 2016	-	318,700 <sup>(6)</sup>	0.750
	25 Aug 2016	-	805,900 <sup>(6)</sup>	0.750
	25 Aug 2016	-	24,704,100 <sup>(6)</sup>	0.750
	25 Aug 2016	-	220,600 <sup>(6)</sup>	0.750

Notes:

- (1) Disposal of HAC Shares by the associates of Robert Meyer.
- (2) These HAC Shares were acquired by SIO pursuant to the Vendor SPAs, further details are set out in the Transactions Announcement.
- (3) Gunther Richard Meyer, father of Robert Meyer, tendered his 550,000 HAC Shares in acceptance of the HAC MGO.
- (4) Ms Low Yu Cheng, spouse of Alan Nisbet, tendered her 400,000 HAC Shares in acceptance of the HAC MGO.
- (5) These HAC Shares were acquired by SIO pursuant to the HAC MGO which was opened for acceptance during the period between 25 July 2016 to 22 August 2016.
- (6) These HAC Shares were tendered in acceptance of the HAC MGO and settled on 25 August 2016.

### 2.2.3 Additional information relating to the Interests and Dealings of SIO

As at the Latest Practicable Date, SIO and its concert parties hold 65.73% of the total issued and paid-up share capital in the Offeror pursuant to the completion of the HAC MGO.

Australia and New Zealand Banking Group Limited, Singapore Branch, had on behalf of SIO, announced on 11 August 2016 (the “**CADF-SIO 11 August Announcement**”) that Sinochem and SIO had entered into a conditional exchangeable bonds subscription agreement with China-Africa Development Fund (“**CADF**”) and its investment entity (“**Investor**”), whereby the Investor will, subject to receipt of all regulatory approvals, conditions, clearances, filings and/ or rulings being obtained and complied with, subscribe for exchangeable bonds in SIO in respect of an aggregate amount of US\$90,000,000 (“**Exchangeable Bonds**”). Upon closing of the Offer or completion of the NR Assets Acquisition, whichever is later (or such other date as may be agreed between the parties), SIO will transfer its HAC Shares amounting to US\$90,000,000 to the Investor at the exchange price of S\$0.75 per HAC Share (which is equivalent to the offer price for each HAC Share under the HAC MGO) by directing the Offeror to issue such HAC Shares (comprising part of the consideration to be received by SIO in connection with the Offer and NR Assets Acquisition) to the Investor (“**Bonds**”).

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## APPENDIX E – GENERAL INFORMATION

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**Exchange Completion**”). Upon the Bonds Exchange Completion, the Exchangeable Bonds will cease to exist. The parties have also entered into a conditional shareholders’ agreement to regulate their rights and obligations as shareholders of the Company on the Bonds Exchange Completion.

A copy of the CADF-SIO 11 August Announcement is available on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

### 3. SPECIAL ARRANGEMENTS

#### 3.1 No Agreement, Arrangement or Understanding having any Connection with or Dependence upon Offer

As at the Latest Practicable Date, save for the undertaking from SIO as set out in Section 3 of the Letter to Shareholders in this Offer Document, there is no agreement, arrangement or understanding between the Offeror or any party acting in concert with it, and any of the present or recent directors of GMG, or any of the present or recent Shareholders, that has any connection with or dependence upon, the Offer.

##### 3.1.1 No Payment or Benefit to Directors of GMG

As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of GMG or any of its related corporations (as defined in Section 6 of the Act) as compensation for loss of office or otherwise in connection with the Offer.

##### 3.1.2 No Agreement, Arrangement or Understanding Conditional upon Outcome of Offer

As at the Latest Practicable Date, there is no agreement, arrangement or understanding between the Offeror and any of the directors of GMG or any other person in connection with or conditional upon the outcome of the Offer or otherwise connected with the Offer.

#### 3.2 Transfer of GMG Shares

As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any of the GMG Shares acquired pursuant to the Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the GMG Shares to any corporation which controls the Offeror or is controlled by, or under the same control, as the Offeror and parties acting in concert with it or for the purpose of granting security in favour of financial institutions which have extended credit facilities to it.

#### 3.3 Transfer Restrictions

To the best of the Directors’ knowledge, the constitution of GMG does not contain any restrictions on the right to transfer the GMG Shares.

### 4. DIRECTORS’ SERVICE CONTRACTS

As at the Latest Practicable Date, save as disclosed in this Offer Document, there is no agreement, arrangement or understanding between the Offeror or any party acting in concert with it and any Director, whereby the emoluments received by the Director will be affected as a consequence of the Offer or any other associated relevant transaction.

## APPENDIX E – GENERAL INFORMATION

### 5. MARKET QUOTATIONS OF GMG SHARES

#### 5.1 Closing Price

The following table sets out the closing prices of GMG Shares on the SGX-ST on (i) the Latest Practicable Date, (ii) the Last Trading Day and (iii) the last Market Day of each of the six calendar months preceding the Pre-Conditional Offer Announcement Date and the corresponding premium based on the Implied Offer Price of S\$0.695 per GMG Share:

Date	Closing Price on the SGX-ST (S\$)	Premium based on the Implied Offer Price of S\$0.695 per GMG Share (%)
30 August 2016, being the Latest Practicable Date	0.535	30.0%
23 March 2016, being the Last Trading Day	0.615	13.1%
29 February 2016	0.385	80.6%
29 January 2016	0.310	124.3%
31 December 2015	0.315	120.7%
30 November 2015	0.360	93.1%
30 October 2015	0.385	80.6%
30 September 2015	0.340	104.5%

*(Source: Bloomberg L.P.)*

#### 5.2 Highest and Lowest Prices

During the period between the start of the six (6) months preceding the Pre-Conditional Offer Announcement Date and the Latest Practicable Date, being the period between 28 September 2015 and 30 August 2016:

- (a) the highest closing price of GMG Shares on the SGX-ST, as reported by Bloomberg L.P., was S\$0.625 which was transacted on 19 April 2016; and
- (b) the lowest closing price of GMG Shares on the SGX-ST, as reported by Bloomberg L.P., was S\$0.275 which was transacted on 25 January 2016.

### 6. MARKET QUOTATIONS OF HAC SHARES

#### 6.1 Closing Price

The following table sets out the closing prices of HAC Shares on the SGX-ST on (i) the Latest Practicable Date, (ii) the Last Trading Day and (iii) the last Market Day of each of the six calendar months preceding the Pre-Conditional Offer Announcement Date:

Date	Closing Price on the SGX-ST (S\$)
30 August 2016, being the Latest Practicable Date	0.745
23 March 2016, being the Last Trading Day	0.730
29 February 2016	0.675
29 January 2016	0.705
31 December 2015	0.665
30 November 2015	0.695
30 October 2015	0.665
30 September 2015	0.605

*(Source: Bloomberg L.P.)*

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## APPENDIX E – GENERAL INFORMATION

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### 6.2 Highest and Lowest Prices

During the period between the start of the six (6) months preceding the Pre-Conditional Offer Announcement date and the Latest Practicable Date, being the period between 28 September 2015 and 30 August 2016:

- (a) the highest closing price of HAC Shares on the SGX-ST, as reported by Bloomberg L.P., was S\$0.750 which was transacted on 21 July 2016; and
- (b) the lowest closing price of HAC Shares on the SGX-ST, as reported by Bloomberg L.P., was S\$0.535 which was transacted on 2 September 2015.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies

#### 2.1 *Basis of preparation*

The consolidated financial statements of the Group and the statement of financial position and statement of changes in equity of the Company have been prepared in accordance with Singapore Financial Reporting Standards ("FRS").

The financial statements have been prepared on the historical cost basis except as disclosed in the accounting policies below.

The financial statements are presented in United States Dollars ("USD" or "US\$") and all values in the tables are rounded to the nearest thousand ("US\$'000") unless otherwise indicated.

#### 2.2 *Changes in accounting policies*

The accounting policies adopted are consistent with those of the previous financial year except that in the current financial year, the Group has adopted all the new and revised standards which are effective for annual financial periods beginning on or after 1 January 2015. The adoption of these standards did not have any material effect on the financial performance or position of the Group and the Company.



## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.3 Standards issued but not yet effective

The Group has not adopted the following standards that have been issued but not yet effective:

Description	Effective for annual periods beginning on or after
Amendments to FRS 16 and FRS 41: <i>Agriculture: Bearer Plants</i>	1 January 2016
FRS 114 <i>Regulatory Deferral Accounts</i>	1 January 2016
Amendments to FRS 27: <i>Equity Method in Separate Financial Statements</i>	1 January 2016
Amendments to FRS 16 and FRS 38: <i>Clarification of Acceptable Methods of Depreciation and Amortisation</i>	1 January 2016
Amendments to FRS 111 <i>Accounting for Acquisitions of Interest in Joint Operations</i>	1 January 2016
Improvements to FRSs (November 2014)	1 January 2016
(a) Amendments to FRS 105 <i>Non-current Assets Held for Sale and Discontinued Operations</i>	1 January 2016
(b) Amendments to FRS 107 <i>Financial Instruments: Disclosures</i>	1 January 2016
(c) Amendments to FRS 19 <i>Employee Benefits</i>	1 January 2016
(d) Amendments to FRS 34 <i>Interim Financial Disclosure</i>	1 January 2016
Amendments to FRS 1 <i>Disclosure Initiative</i>	1 January 2016
Amendments to FRS 110, FRS 112 and FRS 28 <i>Investment Entities: Applying the Consolidation Exception</i>	1 January 2016
Amendments to FRS 7: <i>Disclosure initiative</i>	1 January 2017
Amendments to FRS 12: <i>Recognition of Deferred Tax Assets for Unrealised Losses</i>	1 January 2017
FRS 115 <i>Revenue from Contracts with Customers</i>	1 January 2018
FRS 109 <i>Financial Instruments</i>	1 January 2018
Amendments to FRS 110 and FRS 28 <i>Sale of Contribution of Assets between an Investor and its Associate or Joint Venture</i>	To be determined

Except for FRS 115, FRS 16 and FRS 41, the directors expect that the adoption of the other standards above will have no material impact on the financial statements in the period of initial application. The nature of the impending changes in accounting policy on adoption of FRS 115, FRS 16 and FRS 41 are described below.

#### FRS 115 Revenue from Contracts with Customers

FRS 115 establishes a five-step model that will apply to revenue arising from contracts with customers. Under FRS 115, revenue is recognised at an amount that reflects the consideration which an entity expects to be entitled in exchange for transferring goods or services to a customer. The principles in FRS 115 provide a more structured approach to measuring and recognising revenue when the promised goods and services are transferred to the customer i.e. when performance obligations are satisfied.

Key issues for the Group include identifying performance obligations, accounting for contract modifications, applying the constraint to variable consideration, evaluating significant financing components, measuring progress toward satisfaction of a performance obligation, recognising contract cost assets and addressing disclosure requirements.

Either a full or modified retrospective application is required for annual periods beginning on or after 1 January 2018 with early adoption permitted. The Group is currently assessing the impact of FRS 115 and plans to adopt the new standard on the required effective date.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.3 Standards issued but not yet effective (cont'd)

##### Amendments to FRS 16 and FRS 41 Agriculture - Bearer Plants

The amendments change the accounting requirements for biological assets that meet the definition of bearer plants. Under the amendments, biological assets that meet the definition of bearer plants will no longer be within the scope of FRS 41. Instead, FRS 16 will apply. After initial recognition, bearer plants will be measured under FRS 16 at accumulated cost (before maturity) and using either the cost model or revaluation model (after maturity). The amendments also require that produce that grows on bearer plants will remain in the scope of FRS 41 measured at fair value less costs to sell. For government grants related to bearer plants, FRS 20 Accounting for Government Grants and Disclosure of Government Assistance will apply.

Entities shall apply these amendments retrospectively or may elect to measure an item of bearer plants at its fair value at the beginning of the earliest period presented in the financial statements for the reporting period in which the entity first applies Agriculture: Bearer Plants (Amendments to FRS 16 and FRS 41) and use that fair value as its deemed cost at that date. The Group is currently assessing the impact of Amendments to FRS 16 and FRS 41.

#### 2.4 Basis of consolidation and business combinations

##### (A) Basis of consolidation

The consolidated financial statements comprise the financial statements of the Company and its subsidiaries as at the end of the reporting period. The financial statements of the subsidiaries used in the preparation of the consolidated financial statements are prepared for the same reporting date as the Company. Consistent accounting policies are applied to like transactions and events in similar circumstances.

All intra-group balances, income and expenses and unrealised gains and losses resulting from intra-group transactions and dividends are eliminated in full.

Subsidiaries are consolidated from the date of acquisition, being the date on which the Group obtains control, and continue to be consolidated until the date that such control ceases.

Losses within a subsidiary are attributed to the non-controlling interest even if that results in a deficit balance.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction. If the Group loses control over a subsidiary, it:

- de-recognises the assets (including goodwill) and liabilities of the subsidiary at their carrying amounts at the date when control is lost;
- de-recognises the carrying amount of any non-controlling interest;
- de-recognises the cumulative translation differences recorded in equity;
- recognises the fair value of the consideration received;
- recognises the fair value of any investment retained;
- recognises any surplus or deficit in profit or loss;
- re-classifies the Group's share of components previously recognised in other comprehensive income to profit or loss or retained earnings, as appropriate.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.4 Basis of consolidation and business combinations (cont'd)

##### (B) Business combinations and goodwill

Business combinations are accounted for by applying the acquisition method. Identifiable assets acquired and liabilities assumed in a business combination are measured initially at their fair values at the acquisition date. Acquisition-related costs are recognised as expenses in the periods in which the costs are incurred and the services are received.

Any contingent consideration to be transferred by the acquirer will be recognised at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration which is deemed to be an asset or liability, will be recognised in accordance with FRS 39 either in profit or loss or as a change to other comprehensive income. If the contingent consideration is classified as equity, it is not remeasured until it is finally settled within equity.

The Group elects for each individual business combination, whether non-controlling interest in the acquiree (if any), that are present ownership interests and entitle their holders to a proportionate share of net assets in the event of liquidation, is recognised on the acquisition date at fair value, or at the non-controlling interest's proportionate share of the acquiree's identifiable net assets. Other components of non-controlling interests are measured at their acquisition date fair value, unless another measurement basis is required by another FRS.

Any excess of the sum of the fair value of the consideration transferred in the business combination, the amount of non-controlling interest in the acquiree (if any), and the fair value of the Group's previously held equity interest in the acquiree (if any), over the net fair value of the acquiree's identifiable assets and liabilities is recorded as goodwill. The accounting policy for goodwill is set out in Note 2.10(a). In instances where the latter amount exceeds the former, the excess is recognised as gain on bargain purchase in profit or loss on the acquisition date.

#### 2.5 Transactions with non-controlling interests

Non-controlling interests represents the equity in subsidiaries not attributable, directly or indirectly, to owners of the Company.

Changes in the Company's ownership interest in a subsidiary that do not result in a loss of control are accounted for as equity transactions. In such circumstances, the carrying amounts of the controlling and non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiary. Any difference between the amount by which the non-controlling interest is adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to owners of the Company.

#### 2.6 Subsidiaries

A subsidiary is an investee that is controlled by the Group. The Group controls an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee.

In the Company's separate financial statements, investments in subsidiaries are accounted for at cost less impairment losses.

# Notes to the Financial Statements

For the financial year ended 31 December 2015

## 2. Summary of significant accounting policies (cont'd)

### 2.7 Foreign currency

The financial statements are presented in United States Dollar ("USD"), which is also the Company's functional currency. Each entity in the Group determines its own functional currency and items included in the financial statements of each entity are measured using that functional currency.

#### (a) Transactions and balances

Transactions in foreign currencies are measured in the respective functional currencies of the Company and its subsidiaries and are recorded on initial recognition in the functional currencies at exchange rates approximating those ruling at the transaction dates. Monetary assets and liabilities denominated in foreign currencies are translated at the rate of exchange ruling as at the balance sheet date. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates as at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was measured.

Exchange differences arising on the settlement of monetary items or on translating monetary items at the end of the reporting period are recognised in profit or loss except for exchange differences arising on monetary items that form part of the Group's net investment in foreign operations, which are recognised initially in other comprehensive income and accumulated under foreign currency translation reserve in equity. The foreign currency translation reserve is reclassified from equity to profit or loss of the Group on disposal of the foreign operation.

#### (b) Consolidated financial statements

For consolidation purpose, the assets and liabilities of foreign operations are translated into USD at the rate of exchange ruling at the balance sheet date and their profit or loss are translated at the exchange rates prevailing at the date of the transactions. The exchange differences arising on the translation are recognised in other comprehensive income. On disposal of a foreign operation, the component of other comprehensive income relating to that particular foreign operation is recognised in profit or loss.

### 2.8 Property, plant and equipment

All items of property, plant and equipment are initially recorded at cost. Subsequent to recognition, property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses. The cost includes the cost of replacing part of the property, plant and equipment and borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying property, plant and equipment. The accounting policy for borrowing costs is set out in Note 2.17. The cost of an item of property, plant and equipment is recognised as an asset if, and only if, it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably.

When significant parts of property, plant and equipment are required to be replaced in intervals, the Group recognises such parts as individual assets with specific useful lives and depreciation, respectively. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.8 *Property, plant and equipment (cont'd)*

Depreciation is computed on a straight-line basis over the estimated useful lives of the assets as follows:

Leasehold improvements and renovation	-	10 years
Office equipment	-	2 years
Computers and software	-	1 to 5 years
Leasehold buildings	-	20 years
Plant and machinery	-	10 years
Vehicles	-	4 to 10 years
Leasehold land	-	20 to 97 years

Assets under construction included in property, plant and equipment are not depreciated as these assets are not yet available for use.

The carrying values of property, plant and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying value may not be recoverable.

The residual value, useful life and depreciation method are reviewed at each financial year-end, and adjusted prospectively, if appropriate.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss on de-recognition of the asset is included in profit or loss in the year the asset is derecognised.

#### 2.9 *Investment properties*

Investment properties are properties that are owned by the Group that are held to earn rentals or for capital appreciation, or both, rather than for use in the production or supply of goods or services, or for administrative purposes, or in the ordinary course of business. Investment properties comprise completed investment properties and properties that are being constructed or developed for future use as investment properties. Properties held under operating leases are classified as investment properties when the definition of an investment property is met.

Investment properties are initially measured at cost, including transaction costs.

Subsequent to initial recognition, investment properties are measured at fair value. Gains or losses arising from changes in the fair values of investment properties are included in profit or loss in the year in which they arise.

Investment properties are derecognised when either they have been disposed of or when the investment property is permanently withdrawn from use and no future economic benefit is expected from its disposal. Any gains or losses on the retirement or disposal of an investment property are recognised in profit or loss in the year of retirement or disposal.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.10 Intangible assets

(a) *Goodwill*

Goodwill is initially measured at cost. Following initial recognition, goodwill is measured at cost less any accumulated impairment losses.

For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to the Group's cash-generating units that are expected to benefit from the synergies of the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

The cash-generating units to which goodwill have been allocated is tested for impairment annually and whenever there is an indication that the cash-generating unit may be impaired. Impairment is determined for goodwill by assessing the recoverable amount of each cash-generating unit (or group of cash-generating units) to which the goodwill relates. Where the recoverable amount of the cash-generating unit is less than the carrying amount, an impairment loss is recognised in profit or loss. Impairment losses recognised for goodwill are not reversed in subsequent periods.

Where goodwill forms part of a cash-generating unit and part of the operation within that cash-generating unit is disposed of, the goodwill associated with the operation disposed of is included in the carrying amount of the operation when determining the gain or loss on disposal of the operation. Goodwill disposed of in this circumstance is measured based on the relative fair values of the operations disposed of and the portion of the cash-generating unit retained.

(b) *Other intangible assets*

Intangible assets acquired separately are measured initially at cost. The cost of intangible assets acquired in a business combination is their fair value as at the date of acquisition. Following initial acquisition, intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses. Internally generated intangible assets, excluding capitalised development costs, are not capitalised and expenditure is reflected in profit or loss in the year in which the expenditure is incurred.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite useful lives are amortised over the estimated useful lives and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method are reviewed at least at each financial year-end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset is accounted for by changing the amortisation period or method, as appropriate, and are treated as changes in accounting estimates.

Intangible assets with indefinite useful lives or not yet available for use are tested for impairment annually, or more frequently if the events and circumstances indicate that the carrying value may be impaired either individually or at the cash-generating unit level. Such intangible assets are not amortised. The useful life of an intangible asset with an indefinite useful life is reviewed annually to determine whether the useful life assessment continues to be supportable. If not, the change in useful life from indefinite to finite is made on a prospective basis.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in profit or loss when the asset is derecognised.



## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.10 *Intangible assets (cont'd)*

(b) *Other intangible assets (cont'd)*

(i) Process know-how

The useful life of the process know-how was estimated to be indefinite because based on the current demand for rubber, management believes there is no foreseeable limit to the period over which the process know-how are expected to generate net cash inflows for the Group.

(ii) Customer relationship

Customer relationship acquired was initially recognised at cost and was subsequently carried at cost less accumulated amortization and accumulated impairment losses. These costs are amortised to the income statement using the straight line method over 10 years.

#### 2.11 *Biological assets*

Biological assets, which primarily comprise oil palm and rubber plantations, are stated at fair value less estimated costs to sell. Gains or losses arising on initial recognition of plantations at fair value less estimated costs to sell and from the changes in fair value less estimated costs to sell of plantations at each reporting date are included in profit or loss for the period in which they arise.

Cultivation of seedlings is stated at cost. The accumulated cost will be reclassified to immature plantations at the time of planting.

#### 2.12 *Impairment of non-financial assets*

The Group assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when an annual impairment testing for an asset is required, the Group makes an estimate of the asset's recoverable amount.

An asset's recoverable amount is the higher of an asset's or cash-generating unit's fair value less costs of disposal and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows expected to be generated by the asset are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

The Group bases its impairment calculation on detailed budgets and forecast calculations which are prepared separately for each of the Group's cash-generating units to which the individual assets are allocated. These budgets and forecast calculations are generally covering a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year.

Impairment losses of continuing operations are recognised in profit or loss.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.12 Impairment of non-financial assets (cont'd)

For assets excluding goodwill, an assessment is made at each reporting date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such indication exists, the Group estimates the asset's or cash-generating unit's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. If that is the case, the carrying amount of the asset is increased to its recoverable amount. That increase cannot exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised previously.

#### 2.13 Financial instruments

##### (a) Financial assets

###### Initial recognition and measurement

Financial assets are recognised when, and only when, the Group becomes a party to the contractual provisions of the financial instrument. The Group determines the classification of its financial assets at initial recognition.

When financial assets are recognised initially, they are measured at fair value, plus, in the case of financial assets not at fair value through profit or loss, directly attributable transaction costs.

###### Subsequent measurement

The subsequent measurement of financial assets depends on their classification as follows:

##### (i) Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss include financial assets held for trading. Financial assets are classified as held for trading if they are acquired for the purpose of selling or repurchasing in the near term. This category includes derivative financial instruments entered into by the Group that are not designated as hedging instruments in hedge relationships as defined by FRS 39. Derivatives, including separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Subsequent to initial recognition, financial assets at fair value through profit or loss are measured at fair value. Any gains or losses arising from changes in fair value of the financial assets are recognised in profit or loss. Net gains or net losses on financial assets at fair value through profit or loss include exchange differences, interest and dividend income.

Derivatives embedded in host contracts are accounted for as separate derivatives and recorded at fair value if their economic characteristics and risks are not closely related to those of the host contracts and the host contracts are not measured at fair value with changes in fair value recognised in profit or loss. These embedded derivatives are measured at fair value with changes in fair value recognised in profit or loss. Reassessment only occurs if there is a change in the terms of the contract that significantly modifies the cash flows that would otherwise be required.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.13 Financial instruments (cont'd)

(a) *Financial assets (cont'd)*

(ii) Loans and receivables

Non-derivative financial assets with fixed or determinable payments that are not quoted in an active market are classified as loans and receivables. Subsequent to initial recognition, loans and receivables are measured at amortised cost using the effective interest method, less impairment. Gains and losses are recognised in profit or loss when the loans and receivables are derecognised or impaired, and through the amortisation process.

De-recognition

A financial asset is derecognised where the contractual right to receive cash flows from the asset has expired. On de-recognition of a financial asset in its entirety, the difference between the carrying amount and the sum of the consideration received and any cumulative gain or loss that had been recognised in other comprehensive income is recognised in profit or loss.

(b) *Financial liabilities*

Initial recognition and measurement

Financial liabilities are recognised when, and only when, the Group becomes a party to the contractual provisions of the financial instrument. The Group determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognised initially at fair value plus in the case of financial liabilities not at fair value through profit or loss, directly attributable transaction costs.

Subsequent measurement

The measurement of financial liabilities depends on their classification as follows:

(i) Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss include financial liabilities held for trading. Financial liabilities are classified as held for trading if they are acquired for the purpose of selling in the near term. This category includes derivative financial instruments entered into by the Group that are not designated as hedging instruments in hedge relationships. Separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Subsequent to initial recognition, financial liabilities at fair value through profit or loss are measured at fair value. Any gains or losses arising from changes in fair value of the financial liabilities are recognised in profit or loss.

(ii) Financial liabilities at amortised cost

After initial recognition, financial liabilities that are not carried at fair value through profit or loss are subsequently measured at amortised cost using the effective interest method. Gains and losses are recognised in profit or loss when the liabilities are derecognised, and through the amortisation process.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.13 Financial instruments (cont'd)

##### (b) Financial liabilities (cont'd)

###### De-recognition

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expired. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as a de-recognition of the original liability and the recognition of a new liability, and the difference in the respective carrying amounts is recognised in profit or loss.

##### (c) Gain/loss on commodity contracts

Commodity contracts to buy and sell natural rubber commodities can be subject to net settlement if market conditions are favourable. Such commodity contracts and derivative financial instruments are marked to market at market rates prevailing at the end of the reporting period. Unrealised gains or losses are taken to profit or loss. Market value is generally based on listed market prices. If listed market prices are not available, market value is determined based on relevant factors, including trade price quotations, time value and volatility factors underlying the commodities and price quotations for similar commodities traded in different markets, including markets located in different geographical areas.

#### 2.14 Impairment of financial assets

The Group assesses at each reporting date whether there is any objective evidence that a financial asset is impaired.

##### (a) Financial assets carried at amortised cost

For financial assets carried at amortised cost, the Group first assesses whether objective evidence of impairment exists individually for financial assets that are individually significant, or collectively for financial assets that are not individually significant. If the Group determines that no objective evidence of impairment exists for an individually assessed financial asset, whether significant or not, it includes the asset in a group of financial assets with similar credit risk characteristics and collectively assesses them for impairment. Assets that are individually assessed for impairment and for which an impairment loss is, or continues to be recognised are not included in a collective assessment of impairment.

If there is objective evidence that an impairment loss on financial assets carried at amortised cost has been incurred, the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows discounted at the financial asset's original effective interest rate. If a loan has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate. The carrying amount of the asset is reduced through the use of an allowance account. The impairment loss is recognised in profit or loss.

When the asset becomes uncollectible, the carrying amount of impaired financial asset is reduced directly or if an amount was charged to the allowance account, the amounts charged to the allowance account are written off against the carrying value of the financial asset.

# Notes to the Financial Statements

For the financial year ended 31 December 2015

## **2. Summary of significant accounting policies (cont'd)**

### **2.14 Impairment of financial assets (cont'd)**

#### *(a) Financial assets carried at amortised cost (cont'd)*

To determine whether there is objective evidence that an impairment loss on financial assets has been incurred, the Group considers factors such as the probability of insolvency or significant financial difficulties of the debtor and default or significant delay in payments.

If in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognised, the previously recognised impairment loss is reversed to the extent that the carrying amount of the asset does not exceed its amortised cost at the reversal date. The amount of reversal is recognised in profit or loss.

#### *(b) Financial assets carried at cost*

If there is objective evidence (such as significant adverse changes in the business environment where the issuer operates, probability of insolvency or significant financial difficulties of the issuer) that an impairment loss on financial assets carried at cost had been incurred, the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows discounted at the current market rate of return for a similar financial asset. Such impairment losses are not reversed in subsequent periods.

### **2.15 Cash and cash equivalents**

Cash and cash equivalents comprise cash at bank and on hand and demand deposits that are readily convertible to known amount of cash and which are subject to an insignificant risk of changes in value.

### **2.16 Inventories**

Inventories except consumables are carried at the fair market value at the end of each reporting period. The resulting unrealised gain or loss is recognised in profit or loss. Consumables are stated at the lower of cost and net realisable value. Cost is calculated using the weighted average method. Net realisable value represents the estimated selling price less all estimated costs of completion and costs to be incurred in marketing, selling and distribution.

### **2.17 Borrowing costs**

Borrowing costs are capitalised as part of the cost of a qualifying asset if they are directly attributable to the acquisition, construction or production of that asset. Capitalisation of borrowing costs commences when the activities to prepare the asset for its intended use or sale are in progress and the expenditures and borrowing costs are incurred. Borrowing costs are capitalised until the assets are substantially completed for their intended use or sale. All other borrowing costs are expensed in the period they occur. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds.

### **2.18 Provisions**

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and the amount of the obligation can be estimated reliably.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.18 Provisions (cont'd)

Provisions are reviewed at the end of each reporting period and adjusted to reflect the current best estimate. If it is no longer probable that an outflow of resources embodying economic benefits will be required to settle the obligation, the provision is reversed. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, where appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

#### 2.19 Employee benefits

##### (a) Retirement benefit costs

Payments to defined contribution retirement benefit plans are charged as an expense when employees have rendered the services entitling them to the contributions. Payments made to state-managed retirement benefit schemes, such as the Singapore Central Provident Fund, are dealt with as payments to defined contribution plans where the group's obligations under the plans are equivalent to those arising in a defined contribution retirement benefit plan.

For defined benefit retirement benefit plans, the cost of providing benefits is determined using the Projected Unit Credit Method, with actuarial valuations being carried out at the end of each reporting period. Remeasurement comprising actuarial gains and losses, the effect of the changes to the asset ceiling (if applicable) and the return on plan assets (excluding interest), is reflected immediately in the statement of financial position with a charge or credit recognised in other comprehensive income in the period in which they occur. Remeasurement recognised in other comprehensive income is reflected immediately in retained earnings and will not be reclassified to profit or loss. Past service cost is recognised in profit or loss in the period of a plan amendment. Net interest is calculated by applying the discount rate at the beginning of the period to the net defined benefit liability or asset.

Defined benefit costs are categorised as follows:

- Service cost (including current service cost, past service cost, as well as gains and losses on curtailments and settlements);
- Net interest expense or income of the net retirement benefit obligation; and
- Re-measurements of net retirement benefit obligation

The Group presents the first two components of defined benefit costs in profit or loss in the line item 'Employee benefit expense'. Curtailment gains and losses are accounted for as past service costs.

The retirement benefit obligation recognised in the statement of financial position represents the actual deficit or surplus in the group's defined benefit plans. Any surplus resulting from this calculation is limited to the present value of any economic benefits available in the form of refunds from the plans or reductions in future contributions to the plan.

A liability for a termination benefit is recognised at the earlier of when the entity can no longer withdraw the offer of the termination benefit and when the entity recognises any related restructuring costs.

##### (b) Employee leave entitlement

Employees' entitlement to annual leave is recognised as a liability when they are accrued to the employees. The undiscounted liability for leave expected to be settled wholly before twelve months after the end of the reporting period is recognised for services rendered by employees up to the end of the reporting period.



# Notes to the Financial Statements

For the financial year ended 31 December 2015

## 2. Summary of significant accounting policies (cont'd)

### 2.20 Leases

The determination of whether an arrangement is, or contains a lease is based on the substance of the arrangement at inception date: whether fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset, even if that right is not explicitly specified in an arrangement.

#### (a) *As lessee*

Finance leases which transfer to the Group substantially all the risks and rewards incidental to ownership of the leased item, are capitalised at the inception of the lease at the fair value of the leased asset or, if lower, at the present value of the minimum lease payments. Any initial direct costs are also added to the amount capitalised. Lease payments are apportioned between the finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are charged to profit or loss. Contingent rents, if any, are charged as expenses in the periods in which they are incurred.

Capitalised leased assets are depreciated over the shorter of the estimated useful life of the asset and the lease term, if there is no reasonable certainty that the Group will obtain ownership by the end of the lease term.

Operating lease payments are recognised as an expense in profit or loss on a straight-line basis over the lease term. The aggregate benefit of incentives provided by the lessor is recognised as a reduction of rental expense over the lease term on a straight-line basis.

#### (b) *As lessor*

Leases in which the Group does not transfer substantially all the risks and rewards of ownership of the asset are classified as operating leases. Initial direct costs incurred in negotiating an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same bases as rental income. The accounting policy for rental income is set out in Note 2.21(c). Contingent rents are recognised as revenue in the period in which they are earned.

### 2.21 Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured, regardless of when the payment is made. Revenue is measured at the fair value of consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duty. The Group assesses its revenue arrangements to determine if it is acting as principal or agent. The following specific recognition criteria must also be met before revenue is recognised:

#### (a) *Sale of goods*

Revenue from sale of goods is recognised upon the transfer of significant risk and rewards of ownership of the goods to the customer, usually on delivery of goods. Revenue is not recognised to the extent where there are significant uncertainties regarding recovery of the consideration due, associated costs or the possible return of goods.

#### (b) *Interest income*

Interest income is recognised using the effective interest method.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.21 Revenue (cont'd)

(c) *Rental income*

Rental income arising from operating leases on investment properties is accounted for on a straight-line basis over the lease terms. The aggregate costs of incentives provided to lessees are recognised as a reduction of rental income over the lease term on a straight-line basis.

#### 2.22 Taxes

(a) *Current income tax*

Current income tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the end of the reporting period, in the countries where the Group operates and generates taxable income.

Current income taxes are recognised in profit or loss except to the extent that the tax relates to items recognised outside profit or loss, either in other comprehensive income or directly in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

(b) *Deferred tax*

Deferred tax is provided using the liability method on temporary differences at the end of the reporting period between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are recognised for all temporary differences, except:

- Where the deferred tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised except:

- Where the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.22 Taxes (cont'd)

##### (b) Deferred tax (cont'd)

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are reassessed at the end of each reporting period and are recognised to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the end of each reporting period.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss. Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive income or directly in equity and deferred tax arising from a business combination is adjusted against goodwill on acquisition.

Tax benefits acquired as part of a business combination, but not satisfying the criteria for separate recognition at that date, would be recognised subsequently if new information about facts and circumstances changed. The adjustment would either be treated as a reduction to goodwill (as long as it does not exceed goodwill) if it is incurred during the measurement period or in profit or loss.

##### (c) Sales tax

Revenues, expenses and assets are recognised net of the amount of sales tax except:

- Where the sales tax incurred on a purchase of assets or services is not recoverable from the taxation authority, in which case the sales tax is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- Receivables and payables that are stated with the amount of sales tax included.

The net amount of sales tax recoverable from, or payable to, the taxation authority is included as part of other receivables or other payables in the balance sheet.

#### 2.23 Share capital and share issuance expenses

Proceeds from issuance of ordinary shares are recognised as share capital in equity. Incremental costs directly attributable to the issuance of ordinary shares are deducted against share capital.

#### 2.24 Hedge accounting

The Group applies hedge accounting for certain hedging relationships which qualify for hedge accounting.

For the purpose of hedge accounting, hedges are classified as:

- fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment (except for foreign currency risk);

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.24 Hedge accounting (cont'd)

- cash flow hedges when hedging exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment; or
- hedges of a net investment in a foreign operation.

At the inception of a hedging relationship, the Group formally designates and documents the hedging relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes identification of the hedging instrument, the hedged item or transaction, the nature of the risk being hedged and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

The Group does not have any fair value hedges or hedges of net investment in foreign operations in 2015 and 2014.

Cash flow hedges which meet the strict criteria for hedge accounting are accounted for as follows:

- The effective portion of the gain or loss on the hedging instrument is recognised directly as other comprehensive income in hedging reserve, while any ineffective portion is recognised immediately in profit or loss.
- Amounts recognised as other comprehensive income are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged financial income or financial expense is recognised or when a forecast sale occurs. Where the hedged item is the cost of a non-financial asset or non-financial liability, the amounts recognised as other comprehensive income are transferred to the initial carrying amount of the non-financial asset or liability.
- If the forecast transaction or firm commitment is no longer expected to occur, the cumulative gain or loss previously recognised in equity are transferred to profit or loss. If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover, or if its designation as a hedge is revoked, any cumulative gain or loss previously recognised in other comprehensive income remain in other comprehensive income until the forecast transaction or firm commitment affects profit or loss.

#### 2.25 Contingencies

A contingent liability is:

- (a) a possible obligation that arises from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group; or
- (b) a present obligation that arises from past events but is not recognised because:
  - (i) it is not probable that an outflow of resources embodying economic benefits will be required to settle the obligation; or
  - (ii) the amount of the obligation cannot be measured with sufficient reliability.

## Notes to the Financial Statements

For the financial year ended 31 December 2015

### 2. Summary of significant accounting policies (cont'd)

#### 2.25 Contingencies (cont'd)

A contingent asset is a possible asset that arises from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group.

Contingent liabilities and assets are not recognised on the balance sheet of the Group, except for contingent liabilities assumed in a business combination that are present obligations and which the fair values can be reliably determined.

#### 2.26 Segment reporting

For management purposes, the Group is organised into operating segments based on their business units. Management regularly reviews the segment results in order to allocate resources to the segments and to assess the segment performance. Additional disclosures on each of these segments are shown in Note 31, including the factors used to identify the reportable segments and the measurement basis of segment information.

## APPENDIX F – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

*For the financial period ended 30 June 2016*

**4. Whether the same accounting policies and methods of computation as in the issuer's most recently audited annual financial statements have been applied**

Except as disclosed in paragraph 5, the financial statements have been prepared using the same accounting policies and methods of computation as presented in the audited financial statements for the financial year ended 31 December 2015.

**5. If there are any changes in the accounting policies and methods of computation, including any required by an accounting standard, what has changed, as well as the reasons for, and the effect of, the change**

The Group has adopted all applicable new and revised Financial Reporting Standards ("FRS") and Interpretations of Financial Reporting Standards ("INT FRS") which became effective for accounting periods beginning on or after 1 January 2016.

Amendments to FRS 16 and FRS 41 Agriculture – Bearer Plants

The amendments changed the accounting requirements for biological assets that meet the definition of bearer plants. Under the amendments, biological assets that meet the definition of bearer plants will no longer be within the scope of FRS 41. Instead, FRS 16 will apply. After initial recognition, bearer plants will be measured under FRS 16 at accumulated cost (before maturity) and using either the cost or revaluation model (after maturity).

The amendments also require that produce that grows on bearer plants will remain in the scope of FRS 41 measured at fair value less costs to sell. For government grants related to bearer plants, FRS 20 Accounting Government Grants and Disclosure of Government Assistance will apply. The Group has accounted for the oil palm plantations as bearer plants and applied the amendments retrospectively.

The effects of the amendments are as follows:

	Group	
	31 Dec 2015 Restated US\$'000	31 Dec 2015 As initially stated US\$'000
<b>Statement of financial position</b>		
Plantation related properties	35,789	35,491
Biological assets	4,054	6,360
Deferred tax liabilities	20,004	20,486
Accumulated profits	4,363	6,025
Foreign currency translation reserves	(57,980)	(58,116)

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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The provisions in the Constitution relating to the rights of Shareholders in respect of capital, dividends and voting have been reproduced below.

### ISSUE OF SHARES

3. Subject to the Statutes and these Articles, no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to Article 8, and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and subject or not to the payment of any part of the amount thereof in cash as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges or conditions as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors, Provided always that:
  - (a) (subject to any direction to the contrary that may be given by the Company in General Meeting) any issue of shares for cash to members holding shares of any class shall be offered to such members in proportion as nearly as may be to the number of shares of such class then held by them and the provisions of the second sentence of Article 8(A) with such adaptations as are necessary shall apply; and
  - (b) any other issue of shares, the aggregate of which would exceed the limits referred to in Article 8(B), shall be subject to the approval of the Company in General Meeting.

### VARIATION OF RIGHTS

6. Whenever the share capital of the Company is divided into different classes variation of rights of shares, subject to the provisions of the Statutes, preference capital, other than redeemable preference capital, may be repaid and the special rights attached to any class may be varied or abrogated either with the consent in writing of the holders of three-quarters of the issued shares of the class or with the sanction of a special resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may so be repaid, varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of these Articles relating to General Meetings of the Company and to proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll that every such holder shall on a poll have one vote for every share of the class held by him. Provided always that where the necessary majority for such special resolution is not obtained at such General Meeting, consent in writing if obtained from the holders of three quarters of the issued shares of the class concerned within two months of such General Meeting shall be as valid and effectual as a special resolution carried at such General Meeting. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.
7. The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.



**ALTERATION OF SHARE CAPITAL**

8. (A) Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted under the listing rules of the Singapore Exchange Securities Trading Limited, all new shares shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as far as the circumstances admit, to the number of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article 8(A).

(B) Notwithstanding Article 8(A), the Company may by ordinary resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the ordinary resolution, to:

- (a) (i) issue shares in the capital of the Company (“shares”) whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively, “Instruments”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
- (b) (notwithstanding the authority conferred by the ordinary resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the ordinary resolution was in force,

provided that

- (1) the aggregate number of shares to be issued pursuant to the ordinary resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the ordinary resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Singapore Exchange Securities Trading Limited;
- (2) in exercising the authority conferred by the ordinary resolution, the Company shall comply with the provisions of the Listing Manual of the Singapore Exchange Securities Trading Limited for the time being in force (unless such compliance is waived by the Singapore Exchange Securities Trading Limited) and these Articles; and
- (3) (unless revoked or varied by the Company in General Meeting) the authority conferred by the ordinary resolution shall not continue in force beyond the conclusion of the Annual General Meeting of the Company next following the passing of the ordinary resolution, or the date by which such Annual General Meeting of the Company is required by law to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest).

(C) Except so far as otherwise provided by the conditions of issue or by these New shares Articles, all new shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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9. The Company may by ordinary resolution:
- (a) consolidate and divide all or any of its shares;
  - (b) sub-divide its shares, or any of them (subject, nevertheless, to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to new shares; and
  - (c) subject to the provisions of the Statutes, convert any class of shares into any other class of shares
10. (A) The Company may reduce its share capital or any undistributable reserve in any manner and with and subject to any incident authorised and consent required by law. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to these Articles, the number of issued shares of the Company shall be diminished by the number of the shares so cancelled, and, where any such cancelled share was purchased or acquired out of the capital of the Company, the amount of share capital of the Company shall be reduced accordingly.
- (B) The Company may, subject to and in accordance with the Act, purchase or otherwise acquire its issued shares on such terms and in such manner as the Company may from time to time think fit. If required by the Act, any share which is so purchased or acquired by the Company shall, unless held in treasury in accordance with the Act, be deemed to be cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with, the Act.

### SHARES

11. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository or its nominee (as the case may be)) entered in the Register of Members as the registered holder thereof or (as the case may be) the person whose name is entered in the Depository Register in respect of that share.
12. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Statutes, the Company may issue preference shares which are, or at the option of the Company are liable, to be redeemed.
13. Subject to the provisions of these Articles and of the Statutes relating to authority, pre-emption rights and otherwise and of any resolution of the Company in General Meeting passed pursuant thereto, all new shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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14. The Company may pay commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
15. Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within 10 Market Days of the closing date (or such other period as may be approved by any Stock Exchange upon which shares in the Company may be listed) of any application. The Directors may, at any time after the allotment of any share but before any person had been entered in the Register of Members as the holder or (as the case may be) before that share is entered against the name if a Depositor in the Depository Register, recognize a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

### SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates and the amount paid and amount (if any) unpaid thereon and shall bear the autographic or facsimile signatures of one Director and the Secretary or a second Director or some other person appointed by the Directors. The facsimile signatures may be reproduced by mechanical, electronic or other method approved by the Directors. No certificate shall be issued representing shares of more than one class.
17. (A) The Company shall not be bound to register more than three persons as the registered holders of a share except in the case of executors or administrators (or trustees) of the estate of a deceased shareholder.  
  
(B) In the case of a share registered jointly in the names of several persons, the Company shall not be bound to issue more than one certificate therefore and delivery of a certificate to any one of the registered joint holders shall be sufficient delivery to all.
18. Every person whose name is entered as a member of the Register of Members shall be entitled to receive, within 10 Market Days (or such other period as may be approved by any Stock Exchange upon which shares in the Company may be listed) of the closing date of any application for shares or, as the case may be, the date of lodgment of a registrable transfer, one certificate for all his shares of any one class or several certificated in reasonable denominations each for a part of the shares so allotted or transferred. Where such a member transfers part only of the shares comprised in a certificate, the old certificate shall be cancelled and a new certificate or certificated for the balance of such shares issued in lieu thereof and such member shall pay a maximum fee of S\$2 or each new certificate or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by any Stock Exchange upon which shares in the Company may be listed.
19. (A) Any two or more certificated representing shared of any one class held by any person whose name is entered in the Register of Members may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.  
  
(B) If any person whose name is entered in the Register of Members shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request. Such person shall (unless such fee is waived by the Directors) pay a maximum fee of S\$2 for each share certificate issued in lieu of a share certificate surrendered for cancellation or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by any Stock Exchange upon which shares in the Company may be listed.

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## **APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR**

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(C) In the case of shares registered jointly in the names of several persons any such request may be made by any one of the registered joint holders.

20. Subject to the provisions of the Statutes, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, member firm or member company of any Stock Exchange upon which shares in the Company may be listed or on behalf of its or their client or clients as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate and in any case on payment of such sum not exceeding S\$2 as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

### **CALLS ON SHARES**

21. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.
22. Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine.
23. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding ten per cent, per annum) as the Directors may determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.
24. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
25. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
26. The Directors may if they think fit receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding eight per cent, per annum) as the member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not, while carrying interest, confer a right to participate in profits.

### **FORFEITURE AND LIEN**

27. If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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28. The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited.
29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.
30. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer or effect the transfer of a forfeited or surrendered share to any such other person as aforesaid.
31. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at eight per cent, per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at that time of forfeiture or surrender or waive payment in whole or in part.
32. The Company shall have a first and paramount lien on every share (not being a fully paid share) and dividends from time to time declared in respect of such shares. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay in respect of the shares of the member or deceased member. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.
33. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
34. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns, or as he may direct. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer or effect the transfer of the shares sold to the purchaser.
35. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together (where the same be required) with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, to the Depository or its nominee (as the case may be)) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute good title to the share and the share shall be registered in the name of the person to whom the share is sold, re-allotted or disposed of or, where such person is a Depositor, the Company shall procure that his



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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

### TRANSFER OF SHARES

36. All transfers of the legal title in shares may be effected by the registered holders thereof by transfer in writing in the form for the time being approved by any Stock Exchange upon which shares in the Company may be listed or in any other form acceptable to the Directors. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, Provided that an instrument of transfer in respect of which the transferee is the Depository or its nominee (as the case may be) shall be effective although not signed or witnessed by or on behalf of the Depository or its nominee (as the case may be). The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.
37. The Register of Members may be closed at such times and for such period as the Directors may from time to time determine, Provided always that such Register shall not be closed for more than 30 days in any Year, Provided always that the Company shall give prior notice of such closure as may be required to any Stock Exchange upon which shares in the Company may be listed, stating the period and purpose or purposes for which the closure is made.
38. (A) There shall be no restriction on the transfer of fully paid-up shares (except where required by law or the listing rules of, or bye-laws and rules, governing, any Stock Exchange upon which the shares in the Company may be listed) but the Directors may, in their sole discretion, decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid-up may refuse to register a transfer to a transferee of whom they do not approve, Provided always that in the event of the Directors refusing to register a transfer of shares, they shall within ten Market Days beginning with the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.
- (B) The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:
- (a) such fee not exceeding S\$2 as the Directors may from time to time require, is paid to the Company in respect thereof;
  - (b) the amount of proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid;
  - (c) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if any), the certificates of the shares to which the transfer relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do; and
  - (d) instrument of transfer is in respect of only one class of shares.
39. If the Directors refuse to register a transfer of any shares, they shall within ten Market Days after the date on which the transfer was lodged with the Company send to the transferor and the transferee notice of the refusal as required by the Statutes.
40. All instruments of transfer which are registered may be retained by the Company.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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41. There shall be paid to the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares such fee not exceeding S\$2 as the Directors may from time to time require or prescribe.
42. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company; Provided always that:
- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
  - (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and
  - (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

### TRANSMISSION OF SHARES

43. (A) In the case of the death of a member whose name is entered in the Register of Members, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (B) In the case of the death of a member who is a Depositor, the survivors or survivor where the deceased is a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder and where such executors or administrators are entered in the Depository Register in respect of any shares of the deceased member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (C) Nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
44. Any person becoming entitled to the legal title in a share in consequence of the death or bankruptcy of a person whose name is entered in the Register of Members may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his legal title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such desire or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the person whose name is entered in the Register of Members had not occurred and the notice or transfer were a transfer executed by such person.



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## **APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR**

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45. Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share pursuant to Article 43(A) or (B) or Article 44 (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the member in respect of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in the Register of Members or his name shall have been entered in the Depository Register in respect of the share.

### **STOCK**

46. The Company may from time to time by ordinary resolution convert any paid-up shares into stock and may from time to time by like resolution reconvert any stock into paid-up shares.
47. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles as and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units as the Directors may from time to time determine.
48. The holders of stock shall, according to the number of stock units held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by the number of stock units which would not, if existing in shares, have conferred such privilege or advantage; and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

### **PROCEEDINGS AT GENERAL MEETING**

55. The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within ten minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.
56. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two or more members present in person or by proxy. Provided that
- (i) a proxy representing more than one member shall only count as one member for the purpose of determining the quorum; and
  - (ii) where a member is represented by more than one proxy such proxies shall count as only one member for the purpose of determining the quorum.
57. If within 30 minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following public holiday) at the same time and place or such other day, time or place as the Directors may by not less than ten days' notice appoint. At the adjourned meeting any one or more members present in person or by proxy shall be a quorum.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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58. The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or sine die, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.
59. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
60. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
61. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- (a) the chairman of the meeting; or
  - (b) not less than two members present in person or by proxy and entitled to vote at the meeting; or
  - (c) a member present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) a member present in person or by proxy and holding not less than 10 per cent, of the total number of paid-up shares of the Company (excluding treasury shares),

Provided always that no poll shall be demanded on the choice of a chairman or on a question of adjournment.

62. A demand for a poll may be withdrawn only with the approval of the meeting. Unless a poll is required a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
63. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
64. A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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### VOTES OF MEMBERS

65. A holder of a share shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the company have been paid. Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company and to Article 5, each member entitled to vote may vote in person or by proxy. On a show of hands, every member who is present in person or by proxy shall have one vote (provided that in the case of a member who is represented by two proxies, only one of the two proxies as determined by that member or, failing such determination, by the Chairman of the meeting (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands) and on a poll, every member who is present in person or by proxy shall have one vote for every share which he holds or represents. For the purpose of determining the number of votes which a member, being a Depositor, or his proxy may cast at any General Meeting on a poll, the reference to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company.
66. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members or (as the case may be) the Depository Register in respect of the share.
67. Where in Singapore or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.
68. No member shall, unless the Directors otherwise determine, be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid.
69. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decisions shall be final and conclusive.
70. On a poll, votes may be given either personally or by proxy. Vote on a poll and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
71. (A) A member may appoint not more than two proxies to attend and vote at the same General Meeting, Provided that if the member is a Depositor, the Company shall be entitled and bound:
- (a) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered against his name in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company; and
  - (b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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- (B) The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.
- (C) In any case where a form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
- (D) A proxy need not be a member of the Company.
72. (A) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:
- (a) in the case of an individual, shall be signed by the appointor or his attorney; and
  - (b) in the case of a corporation, shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.
- (B) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to the next following Article, failing which the instrument may be treated as invalid.
73. An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates; Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not be required again to be delivered for the purposes of any subsequent meeting to which it relates.
74. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, to move any resolution or amendment thereto and to speak at the meeting.
75. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made, Provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

### CORPORATIONS ACTING BY REPRESENTATIVES

76. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles (but subject to the Act) be deemed to be present in person at any such meeting if a person so authorised is present thereat.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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### DIVIDENDS

121. The Company may by ordinary resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.
122. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such period as they think fit.
123. Subject to any rights or restrictions attached to any shares or of shares and except as otherwise permitted under the Act:
- (a) all dividends in respect of shares must be paid in proportion to the number of shares held by a member but where shares are partly paid all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and
  - (b) all dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which the dividend is paid.

For the purposes of this Article, an amount paid or credited as paid on a share in advance of a call is to be ignored.

124. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.
125. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.
126. (A) The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- (B) The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
127. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
128. The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof, All dividends and other moneys payable on or in respect of a share that are unclaimed after first becoming payable may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend or any such moneys unclaimed after a period of six years from the date they are first payable may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the moneys so forfeited to the person entitled thereto prior to the forfeiture. If the Depository returns any such dividend or moneys to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or moneys against the Company if a period of six years has elapsed from the date such dividend or other moneys are first payable.

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## APPENDIX G – RELEVANT ARTICLES IN THE CONSTITUTION OF THE OFFEROR

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129. The Company may upon the recommendation of the Directors by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.
130. Any dividend or other moneys payable in case on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members or (as the case may be) the Depository Register of a member entitled thereto (or, if two or more persons are registered in the Register of Members or (as the case may be) entered in the Depository Register as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
131. Notwithstanding the provisions of Article 130 and the provisions of Article 133, the payment by the Company to the Depository of any dividend payable to a Depositor shall, to the extent of the payment made to the Depository, discharge the Company from any liability to the Depositor in respect of that payment.
132. If two or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.
133. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.





VOLUNTARY CONDITIONAL GENERAL  
OFFER FOR GMG GLOBAL LTD  
9 September 2016



HALCYON  
AGRI  
合盛



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1. Halcyon Agri Profile
2. Benefits of the Merger
3. Voluntary Conditional General Offer for GMG Global
4. Acceptance Procedures

Section 1

# HALCYON AGRI PROFILE



## Halcyon Agri's journey

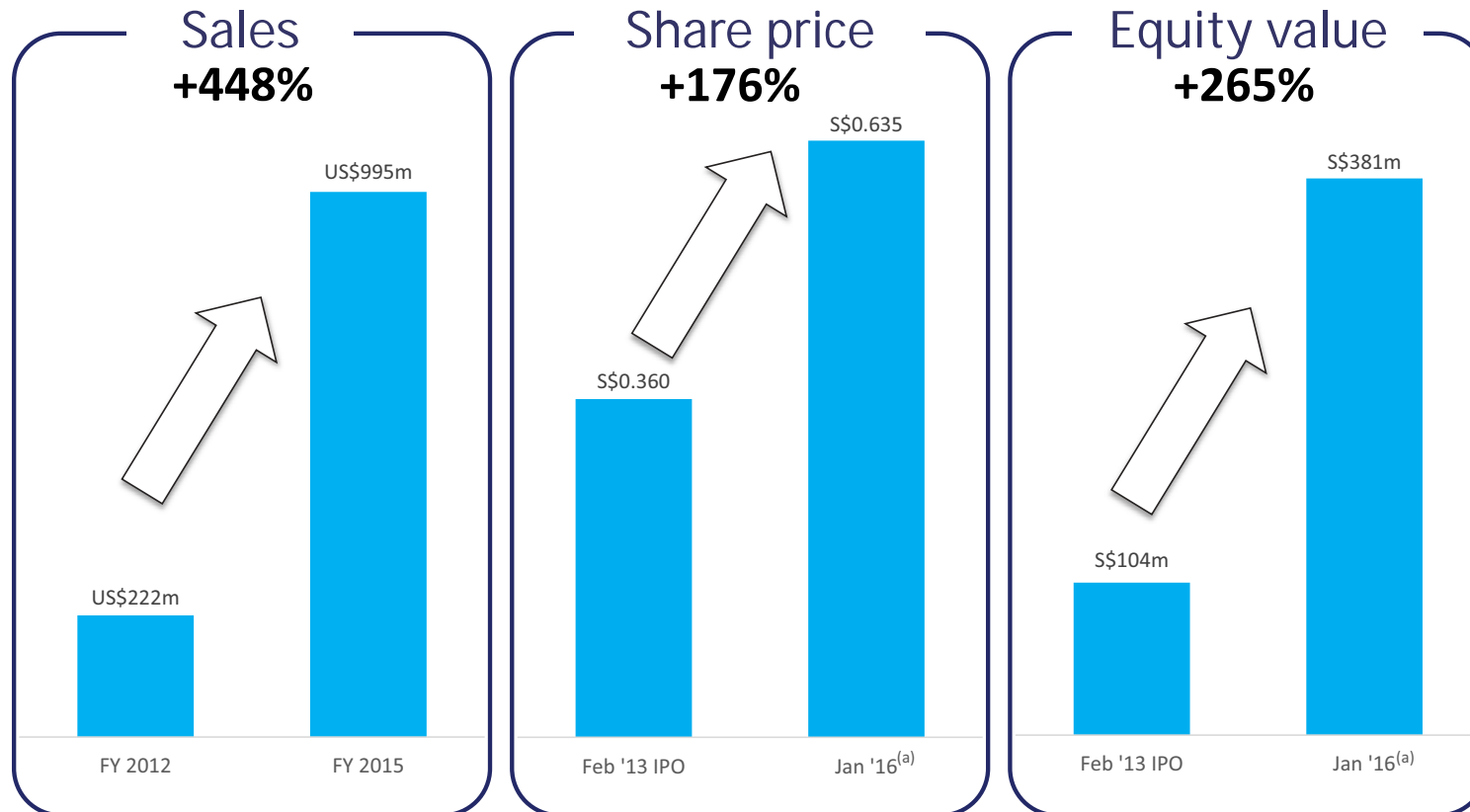
*From the beginning, our goal has been to provide natural rubber to support the world's growing mobility needs*

We provide the natural rubber that keeps the world moving...

- Commenced operations in 2010
- IPO on SGX-ST Catalist in 2013
- 6 acquisitions since IPO
- 3 equity fund raisings, 1 bond issue
- Upgraded to SGX-ST Main Board in 2015

## Our track record

*We have successfully executed our growth strategy, delivering strong returns for shareholders*



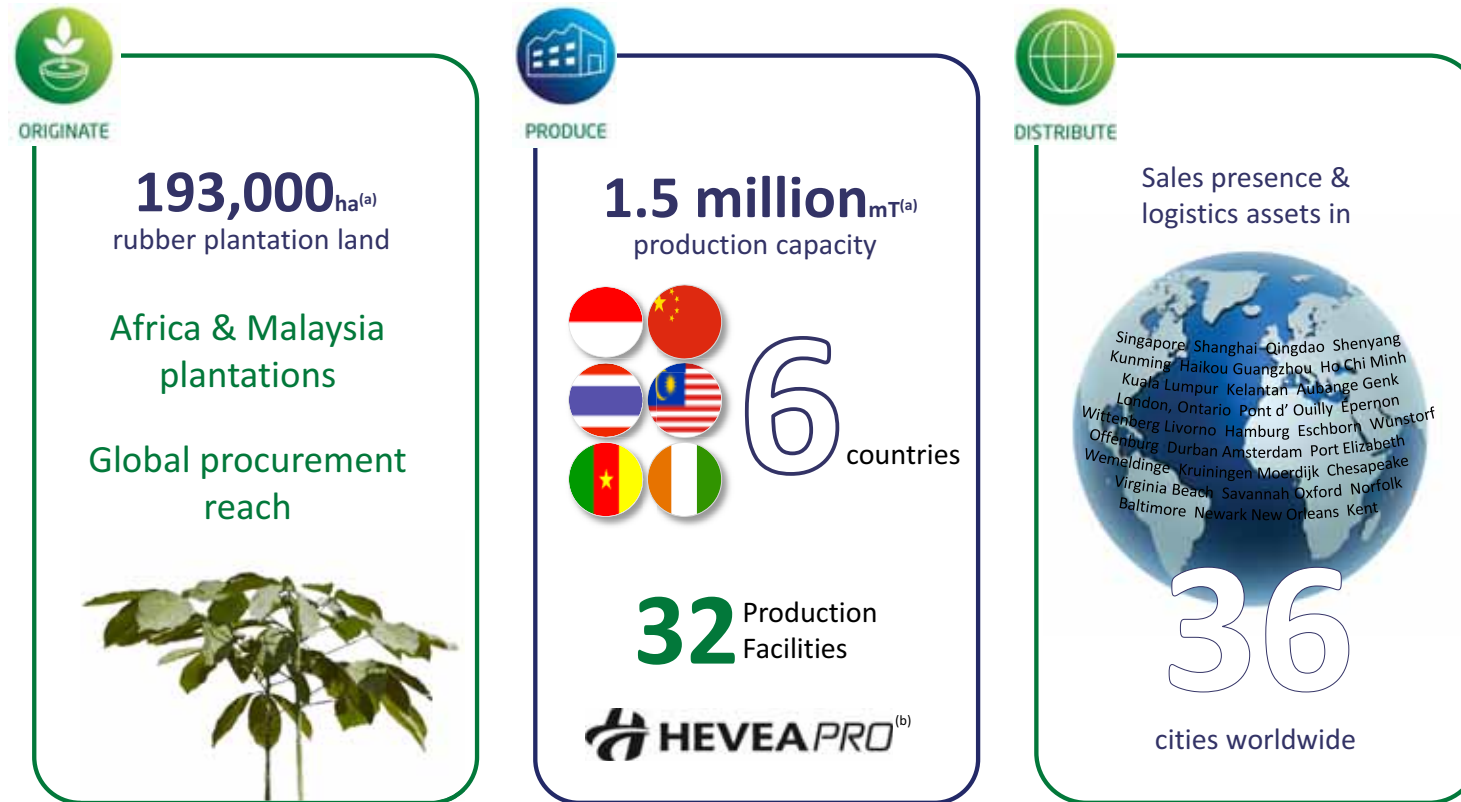
(a) Last undisturbed trading day as of 11 January 2016 which represents the last full market day prior to SGX-ST queries on 12 January 2016 in relation to media reports concerning Sinochem and Halcyon Agri

Source: Halcyon Agri, Bloomberg L.P.



## Profile of the Enlarged Halcyon Agri Group

*Following completion of the merger transactions, Halcyon Agri will be a world leading natural rubber supply chain manager with pro-forma group revenue of US\$2.3bn in FY2015*



(a) Metrics include GMG's associate, SIAT S.A.

(b) Technically Specified Rubber of Indonesian and Malaysian origins, processed to a particular range of specifications and parameters

Source: Halcyon Agri

Section 2

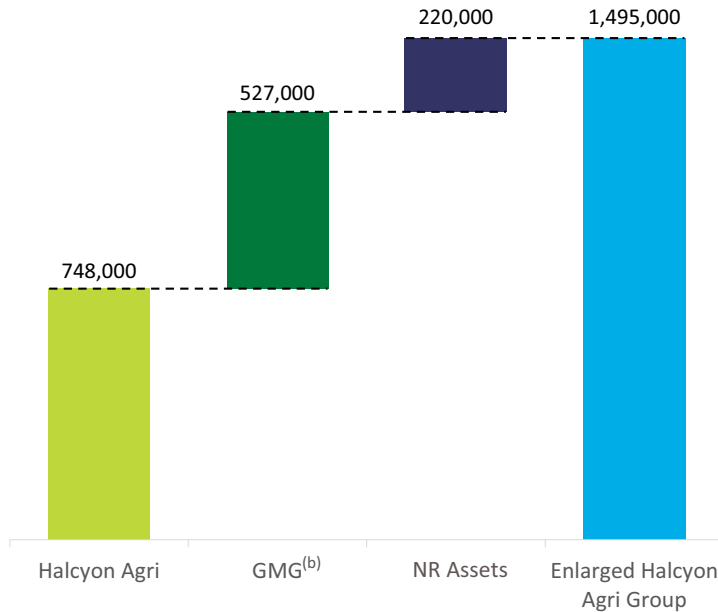
## BENEFITS OF THE MERGER



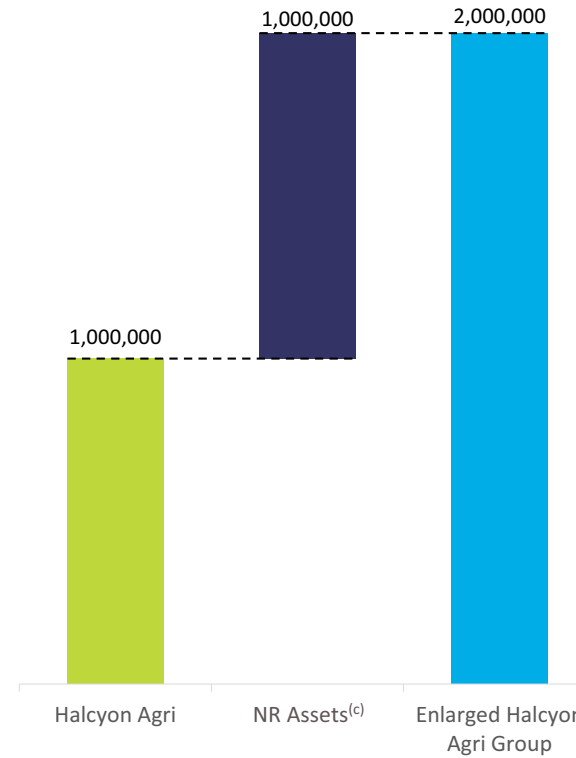
# 1 Scale: Combining 3 businesses to create a global leader

***We will be one of the world's largest producers of natural rubber, with market-leading distribution capability***

Annual production capacity (tonnes per annum)<sup>(a)</sup>



Annual distribution capability (tonnes per annum)<sup>(a)</sup>



(a) Based on the latest available information as of the Latest Practicable Date

(b) Metrics include GMG's associate, SIAT S.A.

(c) Includes GMG's distribution through the rubber trading division of SIO (which is part of the NR Assets)

Source: Halcyon Agri

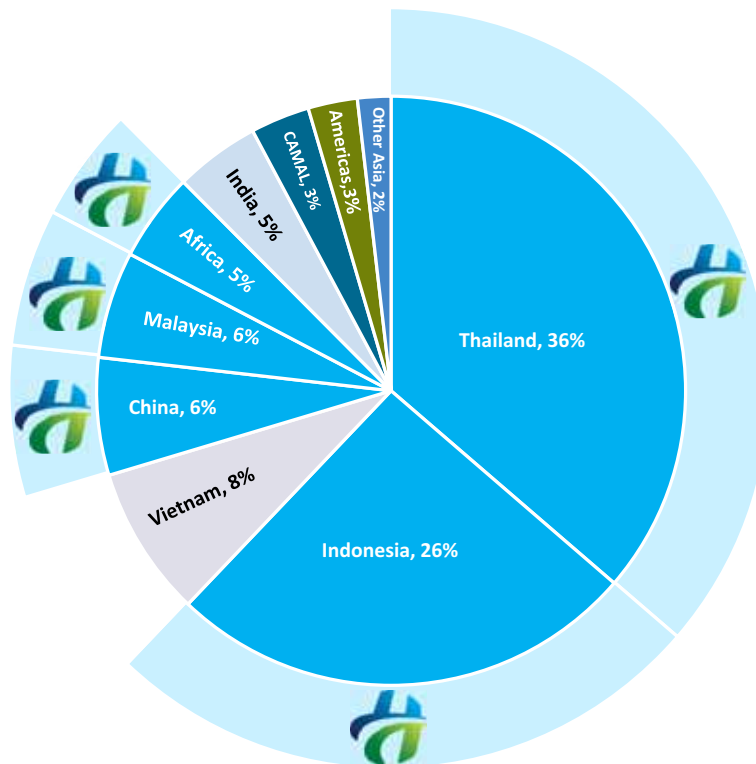




## 2 Scope: Market-leading product portfolio

*We will be the only group with production facilities in 5 major global origins*

2015 world natural rubber production



***Our assets will span natural rubber producing areas representing 79% of global production***

Source: International Rubber Study Group – “The World Rubber Industry Outlook” dated June 2016

### 3 Reach: Extensive distribution network

*The merger combines our distribution strength in Europe, the United States and South East Asia with Sinochem's reach into China*



Source: Halcyon Agri



## 4 Significant synergy opportunities

*Full integration gives the combined group access to attractive synergy benefits*

### **Network benefits**

Connecting multiple production facilities with distribution reach to meet global customer demand

### **Corporate & administrative cost savings**

Common corporate/administrative infrastructure and economies of scale

### **Targeting to be lowest cost/highest quality producer**

Leveraging best practices across extensive asset base to target becoming a lowest cost producer of the highest quality products

### **Financing costs**

Leveraging the expanded scale of the group's operations to access more efficient financing

Source: Halcyon Agri



Section 3

## **VOLUNTARY CONDITIONAL GENERAL OFFER FOR GMG GLOBAL**



## Overview of the Offer

***GMG shareholders are being offered the opportunity to become part of the Enlarged Halcyon Agri Group, by swapping their shares in GMG for shares in Halcyon Agri***

Offer consideration	<ul style="list-style-type: none"><li>▪ 0.9333 Halcyon Agri shares for each GMG share</li><li>▪ <u>Offer consideration will not be increased</u></li></ul>
Implied Offer Price <sup>(a)</sup>	<ul style="list-style-type: none"><li>▪ S\$0.695</li></ul>
Premium <sup>(b)</sup>	<ul style="list-style-type: none"><li>▪ 131.8%</li></ul>
Closing date <sup>(c)</sup>	<ul style="list-style-type: none"><li>▪ 5:30pm Singapore time on 7 October 2016</li></ul>

(a) Implied Offer Price based on last transacted price per Halcyon Agri share on 30 August 2016, being the Latest Practicable Date




(b) Premium based on last transacted price per GMG share on 11 January 2016

(c) Or such later date(s) as may be announced from time to time by or on behalf of the Offeror



## Important dates

*The Offer will be open for acceptance from 9 Sep 2016 and will close on 7 Oct 2016 <sup>(a)</sup>*

9 September 2016	 Despatch of offer document by Halcyon Agri	Offer open for acceptance
By 23 September 2016	 GMG Global to despatch Offeree Circular with IFA opinion	
28 September 2016	 Halcyon Agri hosting special briefing for GMG shareholders	
7 October 2016 <sup>(a)</sup>	Acceptances due by 5:30pm Singapore time	Offer closes

(a) Or such later date(s) as may be announced from time to time by or on behalf of the Offeror

## Key considerations for GMG shareholders

1

**Opportunity to participate in the future of the Enlarged Halcyon Agri Group**

2

**Attractive premium to swap into Halcyon Agri shares**

3

**No guarantee that GMG shares will remain traded at current prices after the Offer closes**

4

**GMG shares may have lower liquidity after the Offer closes**

5

**Halcyon Agri has a track record of shareholder value creation**



## 1 Participate in the future of the Enlarged Halcyon Agri Group

*Swapping into Halcyon Agri shares allows GMG shareholders to share in the benefits of the merged group*

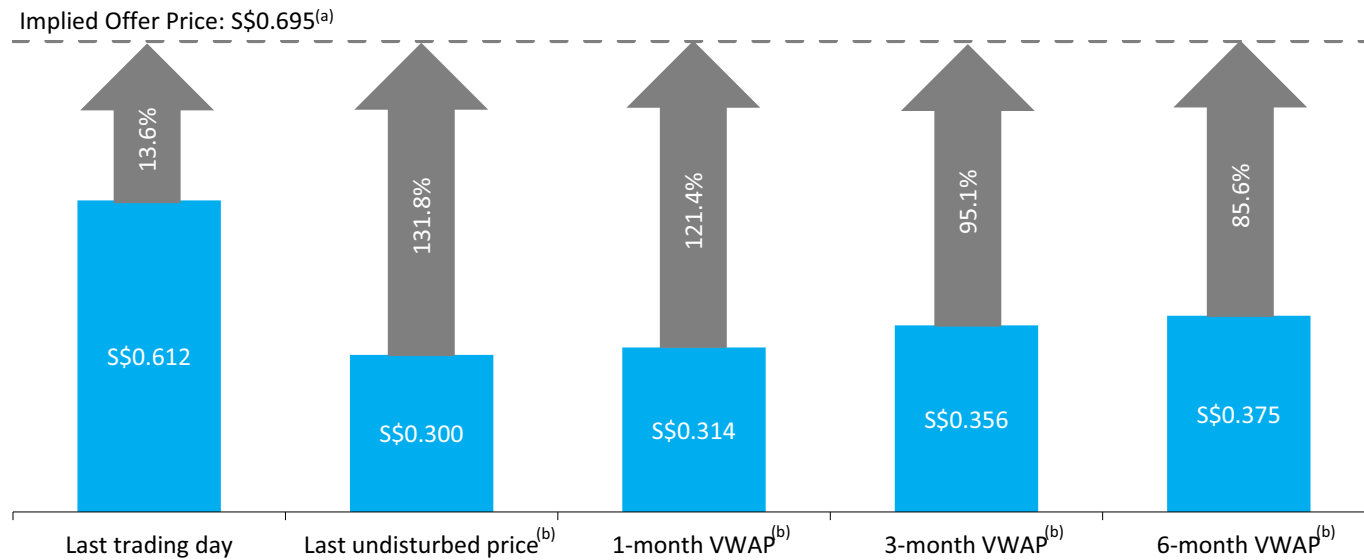
- **Strong industrial logic for the merger:** Combination of highly complementary assets
- **Scale benefits:** Larger group better equipped to compete in the global natural rubber industry
- **Attractive investment profile:** Halcyon Agri will be the largest natural rubber company listed on the SGX-ST by market capitalisation<sup>(a)</sup>
- **Financially compelling:** Synergy benefits may significantly enhance shareholder value

(a) Market capitalisation based on 1,595,018,126 Halcyon Agri shares, assuming the acceptance level of GMG VGO is 100%, and last transacted price per Halcyon Agri share on 30 August 2016, being the Latest Practicable Date

APPENDIX H – ADDITIONAL INFORMATION

**2 Attractive premium to swap into Halcyon Agri shares**  
*Implied Offer premium of 131.8% over the last undisturbed transacted price*

Implied Offer premium



(a) Implied Offer Price based on last transacted price per Halcyon Agri share on 30 August 2016, being the Latest Practicable Date

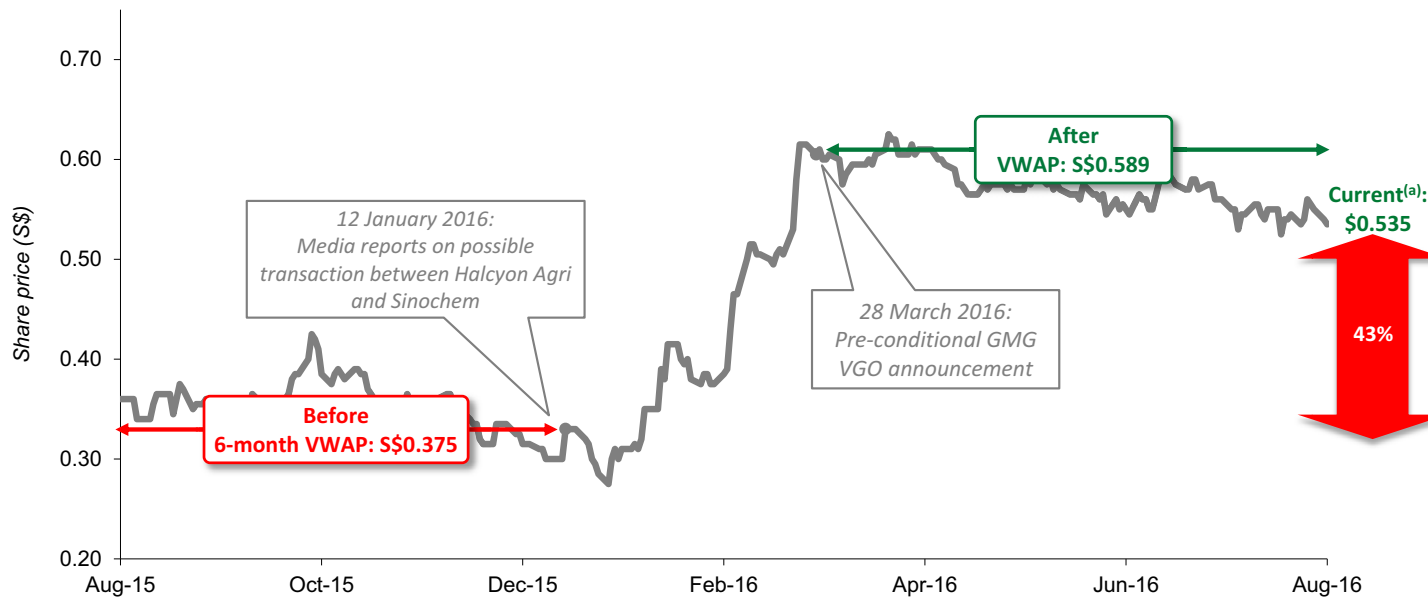
(b) Up to 11 January 2016, being the Last Undisturbed Trading Day

Source: Bloomberg L.P.



**3 No guarantee that GMG shares will remain at current prices**  
**At the current price of S\$0.535, GMG shares are 43% higher than the pre-transaction 6-month VWAP of S\$0.375**

Historical closing prices of GMG shares



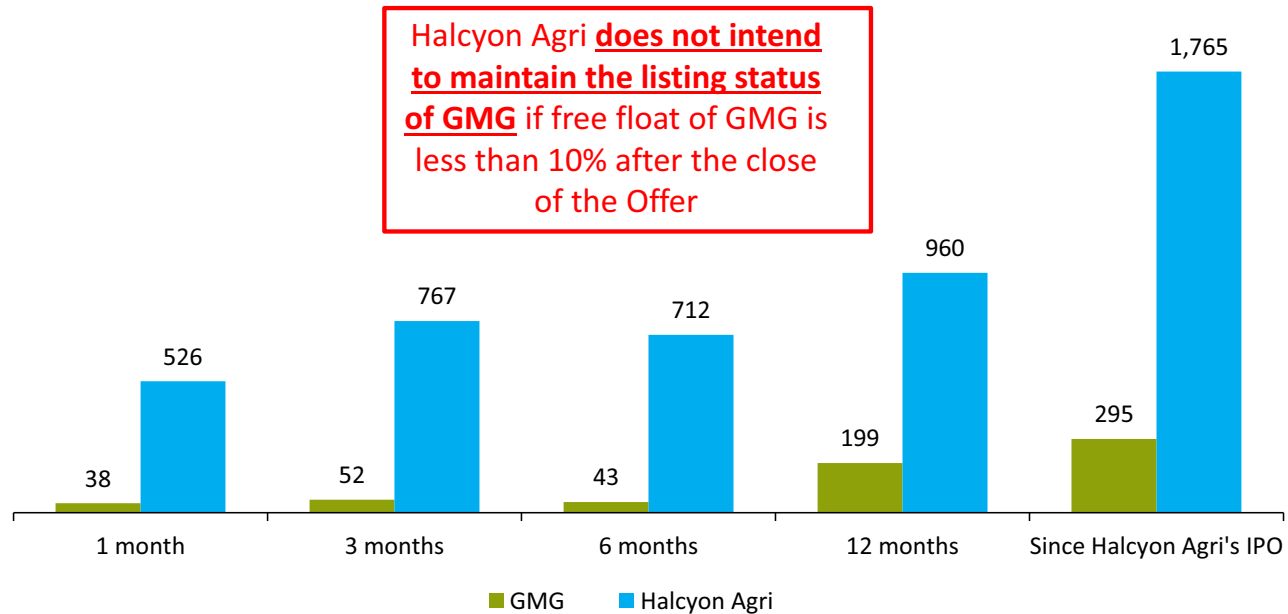
(a) As of 30 August 2016, being the Latest Practicable Date  
 Source: Bloomberg L.P., SGX filings



## 4 GMG shares may have lower liquidity in the future

*GMG Shares have historically had relatively low trading liquidity which may be further impacted post Offer*

Average daily traded value<sup>(a)</sup>



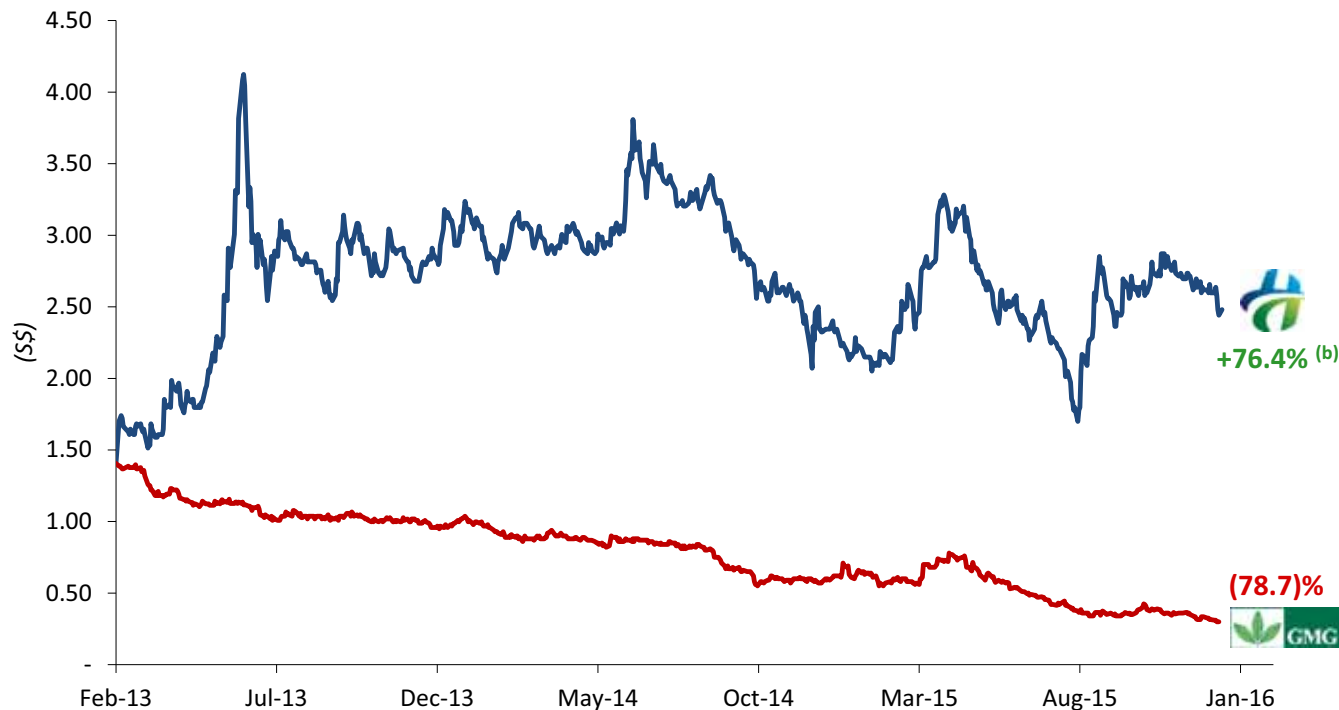
(a) Amount in S\$'000. Based on average daily traded value up to 11 January 2016 being the Last Undisturbed Trading Day prior to media reports on possible transaction between Halcyon Agri and Sinochem on 12 January 2016

Source: Bloomberg L.P.



**5 Halcyon Agri has a proven track record of value creation**  
*Halcyon Agri has delivered significant shareholder value since its IPO in 2013*

Share price performance since February 2013<sup>(a)</sup>



(a) Rebased to GMG share price up to 11 January 2016 being the Last Undisturbed Trading Day prior to media reports on possible transaction between Halcyon Agri and Sinochem on 12 January 2016. Adjusted for dividends and stock consolidation.

(b) Based on Halcyon Agri's IPO price of S\$0.36

Source: Bloomberg L.P.



Section 4

# ACCEPTANCE PROCEDURES



APPENDIX H – ADDITIONAL INFORMATION

Steps to accept the Offer

TO ACCEPT THE OFFER:

- 1 Look for the FAA / FAT appended to the Offer Document
- 2 Check or fill in your personal particulars and Securities Account Number / Share Certificate No(s)
- 3 Under Part A, fill in the number of GMG Shares that you wish to tender in acceptance of the Offer
- 4 Fill in the applicable date and proceed to sign off on the bottom right hand corner of the FAA / FAT

Form of Acceptance and Authorisation

**1**

THIS FORM OF ACCEPTANCE AND AUTHORIZATION FOR GMG SHARES (THE "FAA") IS IMPORTANT THAT THIS IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND SHOULD BE USED BY THE DEPOSITORS/SHAREHOLDERS APPROXIMATELY AS YOU ARE IN HEREABOUTS ABOUT THE ACTION TO BE TAKEN. YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISOR OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAA APPLICABLE TO THE OFFER DOCUMENT DATED 28 SEPTEMBER 2024 (THE "OFFER DOCUMENT"). IN RELATION TO THE OFFER, UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA MEAN THE SAME MEANING AScribed IN THE OFFER DOCUMENT.

THE AREA BETWEEN THE DOTTED LINES INDICATES ACCEPTANCE AND CONSENT TO THE OFFER. THE "FORMER SHAREHOLDERS" DEFINED AS SHOWN IN THE SECTION OF THE CENTRAL DEPOSITORY (PT) LIMITED (CDP) MAY BE AFFECTED BY THE NAME OF THE BELLEVUE CHINESE AUSTRALIAN SLEIGH (CHINESE SHAREHOLDERS) AND ADVISED TO CONTACT THE SLEIGH (ENTITLED "SLEIGH") IMMEDIATELY AT THE OFFER DOCUMENT.

**VOLUNTARY CONDITIONAL GENERAL OFFER BY DEUTSCHE BANK AG, SINGAPORE BRANCH (THE "FINANCIAL ADVISER") FOR AND ON BEHALF OF HALCYON AGRI CORPORATION LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND IN-FLIGHT ORDINARY SHARES (THE "GMG SHARES") BY THE CAPITAL OF GMG GLOBAL LTD (THE "OFFEREE").**

**FORM OF ACCEPTANCE AND AUTHORIZATION FOR GMG SHARES**  
(THIS FAA MUST NOT BE SUBMITTED TO CDP IF YOU DO NOT WANT TO ACCEPT THE OFFER)

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number

**2**

*Last date and time for acceptance of the Offer 1.00 pm on 1 October 2024 (Singapore time) or such other date(s) as may be announced from time to time by the Offeror (the "Closing Date")*

IF YOU HOLD ONE OR MORE GMG SHARES IN YOUR SECURITIES ACCOUNT AND YOU WISH TO TENDER SUCH SHARES, YOU MUST TENDER BY THE CLOSING DATE. IF YOU HOLD GMG SHARES IN YOUR SECURITIES ACCOUNT AND YOU WISH TO TENDER SUCH SHARES, YOU MUST TENDER BY THE CLOSING DATE.

To: HALCYON AGRI CORPORATION LIMITED  
c/o The Central Depository (Pte) Limited

**3**

**SECTION B - ACCEPTANCE THROUGH FAA**

I/We hereby irrevocably authorize CDP to effect the transfer from my/our Securities Account with CDP of the following number of GMG Shares to the Securities Account maintained with CDP of the Offeror or the transferee:

Part A: Number of GMG Shares to be tendered in the Offer or the transferee's name (to be filled in by the Offeror or the transferee)

**4**

**HALCYON AGRI CORPORATION LIMITED**

**AGRI**





## Contact information

**ACCEPTANCES MUST BE RECEIVED BY 5:30 P.M. (SINGAPORE TIME) ON 7 OCTOBER 2016<sup>(a)</sup>**

### Hotline

If you have any enquiries about the Offer, or if you need assistance to complete the relevant Acceptance Forms, please contact the Offeror's Financial Adviser at the following number during Singapore office hours



Deutsche Bank AG, Singapore Branch

**+65 6423 5760**

### Website for the offer

GMG shareholders may also go to [www.sgx.com](http://www.sgx.com) or [www.halcyonagri.com](http://www.halcyonagri.com) for copies of the Offer Document, the Acceptance Forms and other information relating to the Offer

(a) Or such later date(s) as may be announced from time to time by or on behalf of the Offeror

## Directors' responsibility statements

The directors of Halcyon Agri (including any director who may have delegated detailed supervision of the preparation of this Presentation) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Presentation ("Halcyon Agri Presentation") are fair and accurate and that there are no other material facts not contained in this Halcyon Agri Presentation, the omission of which would make any statement in this Halcyon Agri Presentation misleading in any material respect, and they 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 Halcyon Agri has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Halcyon Agri Presentation.

This Halcyon Agri Presentation should be read in conjunction with the Offer Document which contains the full terms and conditions of the GMG VGO. All capitalised terms not defined herein shall bear the meanings as ascribed to them in the Offer Document.



### Important notice

This presentation has been prepared by Halcyon Agri Corporation Limited (“Company”) for informational purposes, and may contain projections and forward-looking statements that reflect the Company’s current views with respect to future events and financial performance. These views are based on current assumptions which are subject to various risks and which may change over time. No assurance can be given that future events will occur, that projections will be achieved, or that the Company’s assumptions are correct.

The information is current only as of its date and shall not, under any circumstances, create any implication that the information contained therein is correct as of any time subsequent to the date thereof or that there has been no change in the financial condition or affairs of the Company since such date. Opinions expressed herein reflect the judgement of the Company as of the date of this presentation and may be subject to change. This presentation may be updated from time to time and there is no undertaking by the Company to post any such amendments or supplements on this presentation.

The Company will not be responsible for any consequences resulting from the use of this presentation as well as the reliance upon any opinion or statement contained herein or for any omission.

All statements other than statements of historical fact included in this presentation are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “aim”, “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “potential”, “strategy”, “forecast”, “possible”, “probable” and similar expressions or future or conditional verbs such as “if”, “will”, “would”, “should”, “could”, “may” or “might”. These statements reflect the Halcyon Agri’s 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 results, performance, events or achievements and involve known and unknown risks and uncertainties. Accordingly, actual future results, performance, events or achievements may differ materially from those described in such forward-looking statements. Given the risks and uncertainties involved, shareholders and investors should not place undue reliance on such forward-looking statements and information. None of Halcyon Agri nor Deutsche Bank undertakes any obligation to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements, subject to compliance with all applicable laws and regulations and/or rules of the SGX-ST and/or any other regulatory or supervisory body or agency.



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