

Disclosure of movement of 1% or more in substantial holding  
or change in nature of relevant interest, or both

*Sections 277 and 278, Financial Markets Conduct Act 2013*

**Note:** This form must be completed in accordance with the instructions at the end of the form.

**To** NZX Limited

and

**To** Tegel Group Holdings Limited

Relevant event being disclosed: Change in nature of relevant interest

Date of relevant event: 24 April 2018

Date this disclosure made: 25 April 2018

Date last disclosure made: 4 May 2016

**Substantial product holder(s) giving disclosure**

Full name(s): Claris Investments Pte. Ltd

**Summary of substantial holding**

Class of quoted voting products: Ordinary shares in Tegel Group Holdings Limited (**TGH**)

Summary for Claris Investments Pte. Ltd

For **this** disclosure,—

(a) total number held in class: 160,157,782

(b) total in class: 355,906,183

(c) total percentage held in class: 45.000%

For **last** disclosure,—

(a) total number held in class: 160,157,782

(b) total in class: 355,906,183

(c) total percentage held in class: 45.000%

**Details of transactions and events giving rise to relevant event**

Details of the transactions or other events requiring disclosure: Change in nature of relevant interest has arisen as a result of the entry by Claris Investments Pte. Ltd (**Claris**) into a lock-up agreement with Bounty Holdings New Zealand Limited and Bounty Fresh Food, Inc. dated 24 April 2018 (**Lock-up Agreement**), in relation to a proposed full takeover offer for all of the ordinary shares and performance rights in Tegel Group Holdings Limited (**TGH**). The Lock-up Agreement is attached as Document A, 54 pages.

Under that Lock-up Agreement, Bounty Holdings New Zealand Limited has agreed, subject to the provisions of the agreement, to make a conditional full takeover offer for all of the ordinary shares in TGH at \$1.23 per share, and Claris has agreed to accept that offer in respect of its holding of 160,157,782 ordinary shares in TGH.

Claris' power to dispose of financial products is now subject to the terms of the Lock-up Agreement.

#### **Details after relevant event**

Details for Claris Investments Pte. Ltd

Nature of relevant interest(s): Registered holder and beneficial owner of financial products. Claris' power to dispose of financial products is now subject to the terms of the Lock-up Agreement (attached as Document A, 54 pages).

For that relevant interest,—

- (a) number held in class: 160,157,782
- (b) percentage held in class: 45.000%
- (c) current registered holder(s): Claris Investments Pte. Ltd
- (d) registered holder(s) once transfers are registered: No change

For a derivative relevant interest, also—

- (a) type of derivative: N/A
- (b) details of derivative: N/A
- (c) parties to the derivative: N/A
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: N/A

#### **Additional information**

Address(es) of substantial product holder(s): 8 Temasek Boulevard, #28-03 Suntec Tower Three, Singapore 038988

Contact details: 8 Temasek Boulevard, #28-03 Suntec Tower Three, Singapore 038988

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: Bounty Holdings New Zealand Limited.

#### **Certification**

I, Robin Ong certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

## DOCUMENT A

# Lock-Up Agreement in relation to a Takeover Offer for Tegel Group Holdings Limited

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## **PARTIES**

Clarix Investments Pte. Ltd

**Shareholder**

Bounty Holdings New Zealand Limited

**Offeror**

Bounty Fresh Food, Inc.

**Parent**

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AGREEMENT dated 24 April 2018

## PARTIES

Claris Investments Pte. Ltd  
("Shareholder")

Bounty Holdings New Zealand Limited  
("Offeror")

Bounty Fresh Food, Inc.  
("Parent")

## INTRODUCTION

- A. As at the date of this agreement, Tegel Group Holdings Limited ("TGH") has on issue the following Equity Securities:
- (a) 355,906,183 ordinary shares; and
  - (b) 893,650 performance rights granted under TGH's equity settled share based incentive plan for senior managers and eligible employees (the "Performance Rights").
- B. The Shareholder owns the Shares in TGH.
- C. The Offeror has agreed that, subject to the provisions of this agreement, it will make an Offer for all of the Equity Securities issued by TGH, and the Parent has agreed to cause that to occur.
- D. The Shareholder irrevocably agrees, subject to the provisions of this agreement, that it will accept the Offer in respect of the Shares.

## AGREEMENT

### 1. INTERPRETATION

1.1 **Definitions:** In this agreement, unless the context otherwise requires:

"**Business Day**" means a day on which registered banks are open for business in Auckland, New Zealand.

"**Confidential Information**" means any information (in any form) disclosed by one party to any other party or otherwise obtained by a party from or on behalf of any other party including discussions and negotiations between the parties leading to the entry into this agreement.

"**Equity Security**" has the meaning given to that term in rule 3(1) of the Takeovers Code.

"**Final Price**" means \$1.23 as varied in accordance with the Takeovers Code, and as may be adjusted in the manner contemplated in paragraph 2.2 of the Offer Terms to reflect the occurrence of any of the events in paragraphs 8.1, 8.4 and 8.6 of the Offer Terms between (and including) the Notice Date to (but excluding) the New Notice Date.

"**Group**" means TGH and each of its subsidiaries.

"**New Notice Date**" has the meaning given to that term in clause 6.3(b).

"**New Offer**" has the meaning given to that term in clause 6.3(a).

"**Notice Date**" means the date the Takeover Notice is sent to TGH in accordance with clause 2.1(a).

"**Offer**" means a full takeover offer under rule 8 of the Takeovers Code to be made by the Offeror on the Offer Terms.

"**Offer Terms**" means the terms and conditions in the form of the offer document set out in the Schedule, as may be amended in accordance with clause 2.3.

"**OI Act**" means the Overseas Investment Act 2005.

"**OI Regulations**" means the Overseas Investment Regulations 2005.

"**OIO**" has the meaning given to that term in clause 2.4(b)(i).

"**OIO Application**" has the meaning given to that term in clause 2.4(a).

"**OIO Condition**" means the condition referred to in paragraph 6.1(b) of the Offer Terms.

"**Performance Rights**" has the meaning given to that term in the Introduction.

"**Permitted Dividend**" has the meaning given to that term in paragraph 8.7 of the Offer Terms.

"**Shares**" means all of the ordinary shares in TGH held or controlled by the Shareholder being, as at the date of this agreement, 160,157,782 ordinary shares in TGH held by the Shareholder.

"**Takeover Notice**" means a takeover notice to be sent by the Offeror to TGH in compliance with rule 41 of the Takeovers Code and clause 2.1(a), and having attached thereto the Offer Terms and any other information required by the Takeovers Code.

"**Takeovers Code**" means the Takeovers Code approved by the Takeovers Code Approval Order 2000 (SR 2000/210), and includes any applicable exemption granted in respect thereof.

"**TGH**" has the meaning given to that term in the Introduction.

"**Unconditional Date**" means the date by which the Offer is to become unconditional as specified in accordance with rule 25(2) of the Takeovers Code, as this date may be varied in accordance with the Takeovers Code.

1.2 **Interpretation:** In this agreement, unless the context otherwise requires or as specifically otherwise stated:

(a) headings are to be ignored in construing this agreement;

- (b) references to a party or a person includes any form of entity and their respective successors;
- (c) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (d) references to money are to New Zealand dollars;
- (e) a right or power may be exercised from time to time and at any time;
- (f) the singular includes the plural and vice versa;
- (g) any word or expression cognate with a definition in this agreement has a meaning corresponding or construed to the definition;
- (h) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of this agreement);
- (i) reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (j) reference to a section, clause, schedule or a party is a reference to that section, clause, schedule or party in this agreement; and
- (k) the schedule and the attachment to the schedule form part of this agreement.

## 2. TAKEOVER OFFER

2.1 **Offer:** The Offeror agrees that it will, and the Parent agrees that it will procure that the Offeror will, subject to clause 2.2:

- (a) send the Takeover Notice to TGH in compliance with rule 41 of the Takeovers Code within one Business Day after the date of this agreement; and
- (b) make the Offer in accordance with rules 43 and 43B of the Takeovers Code.

2.2 **Conditions:** Each of the Offeror's obligations under clauses 2.1(a) and 2.1(b) are subject to the conditions (which the Offeror may waive in its sole discretion) that:

- (a) none of the circumstances set out in paragraph 6.2 of the Offer Terms has occurred or failed to occur (interpreted as if (A) rule 25(1A) to the Takeovers Code was applicable, and (B) the references to Notice Date in paragraphs 6.2(d) and 6.2(e) of the Offer Terms were references to the date of this agreement), as the case may require, in the period commencing on the date of this agreement and ending on:
  - (i) in the case of the Takeover Notice, the date that the Takeover Notice is sent under clause 2.1(a); and
  - (ii) in the case of the Offer, the date that the Offer is made under clause 2.1(b);



- (b) the Offeror being satisfied, acting reasonably, that no person will exercise any right or refuse to give any required waiver or consent under any provision of any agreement or other arrangement to which any member of the Group is a party, or by or to which any member of the Group or any of its assets may be bound or be subject, as a consequence of TGH or any of its subsidiaries becoming a subsidiary of the Offeror, which results, or could result, to an extent which in the Offeror's reasonable opinion is materially adverse in the context of the Group taken as a whole, in:
  - (i) any moneys borrowed by any member of the Group becoming repayable or being capable of being declared repayable immediately or earlier than the repayment date stated in such agreement or other arrangement; or
  - (ii) any property leased or licensed by any member of the Group, or any agreement to lease or license, being terminated or modified or any action being taken or arising thereunder (including any rental increase); or
  - (iii) any agreement or arrangement for the supply by any member of the Group to a customer being terminated or modified or any action being taken or arising thereunder; or
  - (iv) any agreement or arrangement for the supply to any member of the Group by a supplier being terminated or modified or any action being taken or arising thereunder; and
- (c) the class notice provided by TGH to the Offeror in accordance with rule 42A of the Takeovers Code confirms that the only Equity Securities that TGH has on issue are:
  - (i) 355,906,183 ordinary shares; and
  - (ii) not more than 1,000,000 Performance Rights, and that such Performance Rights are those issued under its equity settled share based incentive plan for senior managers and eligible employees established on 20 April 2016 and as described in note 6.4 of the TGH Annual Report for the 12 month period ended 30 April 2017.

### 2.3 Offer Terms:

- (a) The Offeror agrees that the Offer will be made, and the Parent agrees to procure that the Offer will be made, at a price of not less than \$1.23 per Share (as may be adjusted in accordance with the Offer Terms) and on the Offer Terms, except as otherwise agreed in writing by the Offeror and the Shareholder (each acting reasonably) before the date on which the Offer is made (and each reference to Offer Terms in this agreement shall be a reference to such terms as amended).
- (b) The Offeror is entitled to:
  - (i) complete any missing information in the Offer Terms (including inserting all necessary dates consistent with the description of those dates in the Offer Terms);
  - (ii) include all information required by Schedule 1 to the Takeovers Code;

- (iii) make such changes to the Offer Terms as are required by the Takeovers Panel or permitted by rule 44 of the Takeovers Code or any exemption; and
- (iv) otherwise vary the Offer in accordance with the Takeovers Code,

provided that, in respect of sub-clauses (iii) and (iv), such variation is not materially prejudicial to the Shareholder and in the case of any variation under rule 44(1)(b)(ii) of the Takeovers Code, such variation is approved in writing by the Shareholder (acting reasonably).

- (c) Nothing in this agreement affects the rights of the Offeror to waive or invoke any condition or other right included in the Offer Terms in accordance with the Takeovers Code.

#### 2.4 Overseas Investment Office condition

- (a) The Offeror will, and the Parent will procure that the Offeror will, within two Business Days of the date of this agreement, file an application for consent ("**OIO Application**") under the OI Act and OI Regulations in relation to the Offer.
- (b) The Offeror must use, and the Parent must procure that the Offeror uses, all reasonable endeavours to promptly satisfy, or procure the satisfaction of, the OIO Condition, including by:
  - (i) promptly providing to the Overseas Investment Office ("**OIO**") all other notices, information and documents reasonably requested by the OIO for the purposes of fulfilling the OIO Condition;
  - (ii) diligently progressing its OIO Application (including, to the extent within its control, by responding to the OIO in a fulsome and timely manner and where applicable in compliance with the prescribed timeframes, in respect of all its questions and other correspondences);
  - (iii) not resiling from or changing, with a consequence that might be adverse to its prospects of satisfying the OIO Condition, any of the assurances or other commitments provided by the Offeror to the OIO in or in connection with the OIO Application (other than where necessary to ensure that the OIO Application is accurate and not misleading and complies with all applicable laws);
  - (iv) other than on termination of this agreement, not withdrawing or varying (with a consequence that might be adverse to its prospects of satisfying the OIO Condition, except any variation necessary to ensure that the OIO Application is accurate and not misleading and complies with all applicable laws and responding to questions and other correspondences in respect of the OIO Application), or procuring such withdrawal or variation of, any application made in connection with satisfying the OIO Condition;
  - (v) (notwithstanding the above) not withdrawing or varying the proposed benefits set out in the OIO Application (with a consequence that might be adverse to the Offeror's prospects of satisfying the OIO Condition) except

where such withdrawal or variation is due to an event or circumstance outside the power or control of the Offeror and its associates;

- (vi) not withholding its approval to the terms or conditions of any consent proposed by the OIO to be granted under the OI Act and the OI Regulations if the terms and conditions sought to be imposed by the OIO: (i) are of a kind commonly imposed in respect of such consents, or (ii) are terms and conditions proposed by the Offeror in the OIO Application, or (iii) are otherwise reasonable; and
  - (vii) providing to the Shareholder copies of all material correspondence with the OIO (provided that the Offeror can redact any portion of such information reasonably considered by it to be commercially sensitive) and consulting with the Shareholder on the response to any such correspondence.
- (c) The Shareholder will provide all information and assistance reasonably required by the Offeror to satisfy, or procure the satisfaction of, the OIO Condition.

### 3. ACCEPTANCE OF OFFER AND OTHER OBLIGATIONS OF SHAREHOLDER

3.1 **Acceptance of Offer by Shareholder:** Subject to the Offer being made by the Offeror in accordance with this agreement, the Shareholder irrevocably agrees to accept the Offer in respect of all the Shares by no later than the date which is three Business Days after the date of despatch of the Offer, as notified by the Offeror under rule 45 of the Takeovers Code or, if later, then on the Business Day on which the Offer is received by the Shareholder, by duly signing the relevant acceptance form accompanying the Offer document and returning that acceptance form in accordance with the terms of the Offer.

3.2 **Dealings with Shares by Shareholder:** The Shareholder agrees that, unless this agreement is terminated in accordance with its terms, it will not dispose of or deal in any way with (including granting an option over or interest in or encumbering) any of the Shares, except to accept the Offer.

### 4. COMPLIANCE WITH THE TAKEOVERS CODE

4.1 **Holding and controlling of voting rights:** Nothing in this agreement will confer on the Offeror the ability, or right, to hold or control (as defined in the Takeovers Code) the voting rights (as defined in the Takeovers Code) attaching to the Shares, and the Offeror will not become the holder or controller of such voting rights except on transfer of the Shares under the Offer. The Shareholder may exercise or control the exercise of all voting rights attached to its Shares in whatever manner that it sees fit until the Shares are transferred under the Offer.

### 5. WARRANTIES

5.1 **Shareholder representations and warranties:** The Shareholder represents and warrants to the Offeror that from the date of this agreement until the Shares are transferred to the Offeror under the Offer:

- (a) the Shareholder is the legal and beneficial owner of the Shares and the Shares are fully paid and no money is owing to TGH in respect of them;
- (b) it has the power to deal in the Shares and has the necessary capacity and authority to accept the Offer in respect of the Shares; and
- (c) on completion of the purchase of the Shares in accordance with the Offer Terms including payment of the purchase price for the Shares, legal and beneficial title to the Shares will pass to the Offeror free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any nature whatsoever, but together with all rights, benefits and entitlements attaching to the Shares arising on, after, or by reference to, the Notice Date, except in respect of the Permitted Dividend or as otherwise provided for in, or specified by the Offeror in accordance with, the Offer Terms.

5.2 **Power to enter into agreement:** Each party warrants and represents to the other that it has the legal right, authority and full power to enter into this agreement and to perform its obligations under it and has taken all necessary corporate and other action to authorise this agreement's execution, delivery and performance.

5.3 **Binding obligation:** Each party warrants and represents to the other that this agreement constitutes valid and binding obligations enforceable against the party in accordance with its terms.

5.4 **Acknowledgements:** The Offeror and the Parent each acknowledges that:

- (a) it has relied and will rely on its own judgement in entering into this agreement and in making the Offer and that, other than the representations and warranties in clauses 5.1 to 5.3, no representations or warranties, express or implied, oral or written, in respect of the Shares or the Group or any other matter have been made by or on behalf of the Shareholder or any of its agents, officers, contractors, advisers or employees; and
- (b) it has not been induced or influenced in any way by any statement or representation made by or on behalf of the Shareholder or any of its agents, officers, contractors, advisers or employees to enter into this agreement or to make the Offer.

## 6. TERMINATION

6.1 **Shareholder's right to terminate:** The Shareholder will be entitled to terminate this agreement if the Offeror does not comply with its obligations under clause 2.1 or 2.4(a).

6.2 **Automatic termination:** This agreement will automatically terminate if:

- (a) the Offeror does not make the Offer because a condition in clause 2.2 is not satisfied (and is not waived by the Offeror); or
- (b) the Offeror withdraws the Offer in accordance with the Takeovers Code; or
- (c) one of the conditions applicable to the Offer remains unfulfilled on the Unconditional Date, and the Offer lapses in accordance with rule 25(4) of the Takeovers Code.

6.3 **Exception:** Notwithstanding clause 6.2(c), if the OIO Condition remains unfilled on the Unconditional Date and the Offer lapses in accordance with rule 25(4) of the Takeovers Code and the parties agree, acting reasonably and based on legal advice, that it is reasonably likely that the OIO Condition will be satisfied, then this agreement will not terminate and:

- (a) the Offeror will make a new Offer on the Offer Terms updated to reflect changes in circumstances (the "**New Offer**") including by (i) changing the Offer price to the Final Price, (ii) removing paragraphs 8.7 and 8.8 of the Offer Terms; and (iii) making consequential amendments;
- (b) a Takeover Notice will be sent by the Offeror to TGH in compliance with rule 41 of the Takeovers Code within 10 Business Days of the Unconditional Date which includes the terms of the New Offer (the date such notice is sent to TGH being the "**New Notice Date**"); and
- (c) the offer period of the New Offer will be the shortest period permitted by rule 24 of the Takeovers Code and the New Offer shall provide that such offer period will not be extended by the Offeror (even if such extension would otherwise be in accordance with the Takeovers Code).

The terms of this agreement (other than this clause 6.3) shall, with the necessary modifications, apply to the New Offer.

6.4 **Consequences of termination:** On termination of this agreement for any reason:

- (a) the termination will be without prejudice to either party's rights and remedies in respect of any breach of this agreement by the other party, where the breach occurred before the termination of this agreement; and
- (b) the provisions of clauses 6.4, 7, 8 and 9, together with those other provisions of this agreement which are incidental to, and required in order to give effect to those clauses, will remain in full force and effect.

## 7. CONFIDENTIALITY

7.1 Each party (the "**Receiving Party**") will maintain as confidential and will not, at any time, directly or indirectly, disclose or permit to be disclosed to any person, use for itself, or use to the detriment of the other parties (each a "**Disclosing Party**") any Confidential Information except:

- (a) as required by law or by the listing rules of any relevant stock exchange;
- (b) as is already or becomes public knowledge, otherwise than as a result of a breach by the Receiving Party or its Representatives of any provision of this agreement;
- (c) as authorised in writing by the Disclosing Party;
- (d) to the extent reasonably required to give effect to this agreement; or
- (e) on a "need to know" basis to its officers, employees and/or professional advisers, or in the case of the Shareholder, its investment committee, its investment managers or advisers and their respective employees (its "**Representatives**") provided that the

Receiving Party will procure that any such person who receives the Confidential Information complies with the terms of this clause 7.1.

## 8. NOTICES

8.1 **Notice:** Every notice or other communication ("**Notice**") for the purposes of this agreement shall:

- (a) be in writing; and
- (b) be delivered in accordance with clause 8.2.

8.2 **Method of service:** A Notice may be given by:

- (a) delivery to the physical address of the relevant party; or
- (b) posting it by pre-paid post to the postal address of the relevant party; or
- (c) sending it by email to the email address of the relevant party, so long as clause 8.4 is complied with.

8.3 **Time of receipt:** A Notice given in the manner:

- (a) specified in clause 8.2(a) is deemed received at the time of delivery;
- (b) specified in clause 8.2(b) is deemed received three Business Days after (but exclusive of) the date of posting;
- (c) specified in clause 8.2(c) is deemed (subject to clause 8.4) received:
  - (i) if sent between the hours of 9am and 5pm (local time) on a local working day, at the time of transmission; or
  - (ii) if subclause (i) does not apply, at 9am (local time) on the local working day most immediately after the time of sending.

For this purpose "local time" is the time in the place of receipt of the Notice, and a "local working day" is a normal working day in that place.

8.4 **Email notice:** A Notice given by email is not deemed received unless (if receipt is disputed) the party giving Notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given Notice.

8.5 **Addresses:** For the purposes of this clause, the address details of each party are:

- (a) the details set out below; or
- (b) such other details as any party may notify to the other by Notice given in accordance with this clause.

**The Offeror and the Parent:**

Physical and postal address: 19<sup>th</sup> Floor Inoza Tower, 40<sup>th</sup> Street Bonifacio Global City, Taguig, Metro Manila, Phillipines 1630  
 Email address: dcc@bountyfresh.com.ph  
 Attention: Debbie Chung

with a copy to:

Physical address: Russell McVeagh, Vero Centre, 48 Shortland Street, Auckland  
 Postal address: PO Box 8, Auckland 1140  
 Email address: joe.windmeyer@russellmcveagh.com  
 Attention: Joe Windmeyer

**The Shareholder:**

Physical and postal address: 8 Temasek Boulevard, #28-03 Suntec Tower Three, Singapore, 038988  
 Email address: tptay@affinityequity.com  
 Attention: TAY, Tong Poh

with a copy to:

Physical and postal address: 8 Temasek Boulevard, #28-03 Suntec Tower Three, Singapore, 038988  
 Email address: Aarongoh@affinityequity.com  
 Attention: GOH, Aaron

and a copy to:

Physical address: MinterEllisonRuddWatts, Level 20, 88 Shortland Street, Auckland  
 Postal address: PO Box 3798, Auckland 1140  
 Email address: mark.stuart@minterellison.co.nz  
 Attention: STUART, Mark

**9. GENERAL**

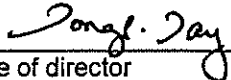
- 9.1 **Compliance with law:** Nothing in this agreement shall require any party to do any act or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.
- 9.2 **Amendments:** No amendment to this agreement will be effective unless it is in writing and signed by the parties.
- 9.3 **Further assurances:** The parties shall promptly do everything reasonably required to give effect to this agreement according to its spirit and intent. Each party shall bear its own costs (and those of its related companies) incurred in connection with this agreement and the transaction contemplated by it.
- 9.4 **Counterparts:** This agreement may be signed in two or more counterparts (including facsimile or PDF copies), all of which when taken together shall constitute one and the same instrument and a binding and enforceable agreement between the parties.

- 9.5 **Severability:** A term (or part thereof) of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms (or part thereof) of this agreement continue in force.
- 9.6 **Governing law:** This agreement is governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 9.7 **Time of the essence:** Any time, date or period in this agreement may be extended by agreement between the parties but, as regards any time, date or period, fixed or extended, time shall be of the essence.
- 9.8 **Entire agreement:** This agreement and the Offer Terms constitute the entire agreement and understanding between the parties relating to the subject matter of this agreement and supersede all previous agreements and understandings between the parties relating thereto.
- 9.9 **No agency:** Nothing contained in this agreement is deemed to constitute any of the parties the agent or legal representative of any other party except as otherwise expressly provided in this agreement. No party has authority to assume any right, obligation or liability on behalf of the other party.
- 9.10 **Waiver:** A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

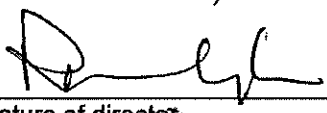


**SIGNATURES**

**CLARIS INVESTMENTS PTE. LTD** by:

  
\_\_\_\_\_  
Signature of director

Tay Tong Poh  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director

ROBIN ONG  
\_\_\_\_\_  
Name of director

**BOUNTY HOLDINGS NEW ZEALAND  
LIMITED** by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

**BOUNTY FRESH FOOD, INC.** by:

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of authorised signatory

**SIGNATURES**

**CLARIS INVESTMENTS PTE. LTD by:**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director

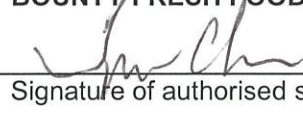
\_\_\_\_\_  
Name of director

**BOUNTY HOLDINGS NEW ZEALAND  
LIMITED by:**

  
\_\_\_\_\_  
Signature of director

Kenneth Cheng  
\_\_\_\_\_  
Name of director

**BOUNTY FRESH FOOD, INC. by:**

  
\_\_\_\_\_  
Signature of authorised signatory

Tennyson Chen  
\_\_\_\_\_  
Name of authorised signatory

**SCHEDULE**  
**OFFER TERMS**

# **FULL TAKEOVER OFFER BY BOUNTY HOLDINGS NEW ZEALAND LIMITED FOR TEGEL GROUP HOLDINGS LIMITED**

## **IMPORTANT**

If you are in doubt as to any aspect of this offer, you should consult your financial or legal adviser.

If you have sold all your shares in Tegel Group Holdings Limited to which this offer applies, you should immediately hand this offer document and the accompanying acceptance form to the purchaser or the agent (eg the broker) through whom the sale was made, to be passed to the purchaser.

Tegel Group Holdings Limited's target company statement, together with an independent adviser's report on the merits of this offer and another independent adviser's report on the fairness and reasonableness of the consideration and terms of this offer as between classes of financial products, either accompanies this offer or will be sent to you within 14 days and should be read in conjunction with this offer.

## OVERVIEW OF THE OFFER

Bounty Holdings New Zealand Limited ("**Bidco**") is offering to acquire all of the fully paid ordinary shares ("**Shares**"), and all of the performance rights granted under the equity settled share based incentive plan for senior managers and eligible employees ("**Performance Rights**"), in Tegel Group Holdings Limited ("**TGH**") ("**Offer**").

The key terms of the Offer for the Shares are:

<b>OFFER PRICE</b>	<b>\$1.23 for each Share, payable in cash.</b>
<b>FULL OFFER</b>	The Offer is for 100% of the Shares.
<b>HOW TO ACCEPT</b>	If you wish to <b>ACCEPT</b> the Offer in respect of your Shares, please refer to the section " <b>How to accept this Offer</b> " on pages 4 and 5 of this Offer Document and the relevant Acceptance Form (the white Acceptance Form) enclosed with this Offer Document.
<b>CONDITIONS</b>	<p>The Offer is conditional on:</p> <ul style="list-style-type: none"> <li>• Bidco receiving acceptances by no later than 5:00pm on the Closing Date in respect of Shares that would, when taken together with Shares already held or controlled by Bidco, confer on Bidco more than 50% of the voting rights in TGH;</li> <li>• Bidco obtaining any consents required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005 for Bidco to complete the acquisition of Shares and Performance Rights in accordance with the Offer; and</li> <li>• none of the events set out in paragraph 6.2 of the Offer Terms and Conditions occurring in the period from (and including) 26 April 2018 until the Offer is declared unconditional by Bidco.</li> </ul>
<b>MAJOR SHAREHOLDER HAS AGREED TO ACCEPT THE OFFER</b>	Claris Investments Pte. Ltd has irrevocably agreed to accept the Offer in respect of all the Shares held or controlled by it (representing 45.00% of the voting rights in TGH) in accordance with its obligations under the Lock-Up Agreement which is more fully described in paragraph 6 of Schedule 1 of this Offer Document.
<b>OFFER PERIOD</b>	The Offer is open for acceptance from [ <i>insert offer date</i> ] and remains open for acceptance until 5:00pm on [ <i>insert latest date permitted by rule 24(2)(b)</i> ] 2018 (unless extended in accordance with the Takeovers Code).
<b>PAYMENT DATE</b>	<p>If you accept the Offer you will be paid for your Shares taken up under the Offer no later than seven days after the later of:</p> <ul style="list-style-type: none"> <li>• the date on which the Offer becomes unconditional; and</li> <li>• the date on which Bidco receives your acceptance of the Offer.</li> </ul>
<b>BROKERAGE COSTS</b>	You will not pay any brokerage costs if you accept the Offer.

<b>IMPORTANT CONTACTS</b>	<p>If you have any questions about the Offer or you require further copies of this Offer Document and its enclosures (including the relevant Acceptance Form and the reply paid envelope), you should contact the share registrar for the Offer, Link Market Services Limited:</p> <p>Telephone: +64 9 375 5998  Facsimile: +64 9 375 5990  Email: applications@linkmarketservices.co.nz</p> <p>Alternatively, you should contact your financial or legal adviser.</p>
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The key terms of the Offer for the Performance Rights are:

<b>OFFER PRICE</b>	<b>\$0.043 for each Performance Right, payable in cash.</b>
<b>FULL OFFER</b>	The Offer is for 100% of the Performance Rights.
<b>HOW TO ACCEPT</b>	If you wish to <b>ACCEPT</b> the Offer in respect of your Performance Rights, please refer to the section " <b>How to accept this Offer</b> " on pages 4 and 5 of this Offer Document and the relevant Acceptance Form (the blue Acceptance Form) enclosed with this Offer Document.
<b>CONDITIONS</b>	The Offer for the Performance Rights is subject to the same conditions as the Offer for the Shares (see above).
<b>MAJOR SHAREHOLDER HAS AGREED TO ACCEPT THE OFFER</b>	As per the key terms of the Offer for the Shares (see above).
<b>OFFER PERIOD</b>	As per the key terms of the Offer for the Shares (see above).
<b>PAYMENT DATE</b>	If you accept the Offer you will be paid for your Performance Rights taken up under the Offer no later than seven days after the later of: <ul style="list-style-type: none"> <li>• the date on which the Offer becomes unconditional; and</li> <li>• the date on which Bidco receives your acceptance of the Offer.</li> </ul>
<b>BROKERAGE COSTS</b>	You will not pay any brokerage costs if you accept the Offer.
<b>IMPORTANT CONTACTS</b>	As per the key terms of the Offer for the Shares (see above).

**THIS IS ONLY A SUMMARY OF THE OFFER. DETAILED TERMS AND CONDITIONS OF THIS OFFER ARE SET OUT ON THE FOLLOWING PAGES. YOU SHOULD READ THOSE TERMS AND CONDITIONS CAREFULLY AND IN FULL.**

## HOW TO ACCEPT THIS OFFER

<b>CLOSING DATE</b>	<p>The Offer closes at 5:00pm on [<i>insert latest date permitted by rule 24(2)(b)</i>] 2018 (unless extended in accordance with the Takeovers Code) ("<b>Closing Date</b>").</p> <p>If you wish to <b>ACCEPT</b> the Offer, you must ensure that the relevant Acceptance Form is sent so that it is received by Bidco before 5:00pm on the Closing Date.</p>
<b>HOW TO ACCEPT</b>	<p>To <b>ACCEPT</b> the Offer, complete and sign the relevant Acceptance Form enclosed with this Offer Document in accordance with the instructions set out on that form and return that form in one of the ways described below prior to 5:00pm on the Closing Date.</p> <p>This Offer Document is accompanied by an Acceptance Form for you to use to <b>ACCEPT</b> the Offer in respect of your Shares (in the case of holders of Shares) and an Acceptance Form for you to use to <b>ACCEPT</b> the Offer in respect of your Performance Rights (in the case of holders of Performance Rights).</p> <p>If you hold your Shares in a <b>CHES</b> Holding (which will only apply to holders who bought their Shares on ASX or otherwise transferred their Shares into the Australian CHES sub-register) and you wish to <b>ACCEPT</b> the Offer, you can do this in the manner set out in paragraph 4.2 below.</p>
<b>ADDRESS FOR ACCEPTANCE</b>	<p>You should hand deliver, email, fax or post (in the enclosed reply paid envelope) your completed and signed Acceptance Form to Bidco at one of the following addresses (if mailing from overseas please affix the required postage stamp):</p> <p><b>By post</b>          Bounty Holdings New Zealand Limited          c/- Link Market Services Limited          PO Box 91976          Auckland 1142          New Zealand</p> <p><b>By hand delivery</b>          Bounty Holdings New Zealand Limited          c/- Link Market Services Limited          Level 11          Deloitte Centre          80 Queen Street          Auckland          New Zealand</p> <p><b>By email</b>          applications@linkmarketservices.co.nz (Please type "Tegel Group Holdings Acceptance" in the subject line for easy identification)</p> <p><b>By facsimile</b>          Bounty Holdings New Zealand Limited          c/- Link Market Services Limited          +64 9 375 5990</p>

<p><b>IF YOU HAVE SOLD ALL YOUR SHARES AND/OR PERFORMANCE RIGHTS (AS APPLICABLE)</b></p>	<p>If you have sold all of your Shares and/or Performance Rights (as applicable), please send this Offer Document and all enclosures (including the relevant Acceptance Form) immediately to the purchaser or agent (eg broker) through whom the sale was made, to be passed to the purchaser.</p>
<p><b>IF YOU HAVE SOLD SOME OF YOUR SHARES AND/OR PERFORMANCE RIGHTS (AS APPLICABLE)</b></p>	<p>If you have sold some of your Shares and/or Performance Rights (as applicable) and wish to <b>ACCEPT</b> the Offer in respect of the Shares and/or Performance Rights (as applicable) you have retained, please alter the total holding printed on the relevant Acceptance Form to the number of Shares or Performance Rights (as applicable) which you have retained, initial the change and return such amended Acceptance Form in any way as instructed above.</p> <p>Upon receipt of your amended Acceptance Form, Bidco will recalculate the consideration to which you are entitled to reflect the number of Shares and/or Performance Rights (as applicable) for which you have accepted the Offer.</p> <p>Please also advise the purchaser(s) of your Shares and/or Performance Rights (as applicable), or request the broker through whom you made the sale to advise the purchaser(s) of your Shares and/or Performance Rights (as applicable), of the Offer and that copies of this Offer Document are available from Link Market Services Limited.</p>
<p><b>IF YOU HAVE LOST YOUR RELEVANT ACCEPTANCE FORM</b></p>	<p>If you have lost your relevant Acceptance Form, please contact the share registrar for the Offer, Link Market Services Limited, on +64 9 375 5998 or email <a href="mailto:applications@linkmarketservices.co.nz">applications@linkmarketservices.co.nz</a>.</p>



## TERMS AND CONDITIONS OF THE OFFER

### FULL TAKEOVER OFFER BY BOUNTY HOLDINGS NEW ZEALAND LIMITED TO PURCHASE ALL OF THE SHARES AND PERFORMANCE RIGHTS OF TEGEL GROUP HOLDINGS LIMITED

#### 1. THIS OFFER

- 1.1 Bounty Holdings New Zealand Limited ("**Bidco**") offers to purchase all of the fully paid ordinary shares ("**Shares**"), and all of the performance rights granted under the equity settled share based incentive plan for senior managers and eligible employees ("**Performance Rights**"), in Tegel Group Holdings Limited ("**TGH**") on the terms, and subject to the conditions, set out in this Offer Document ("**Offer**").
- 1.2 The Offer to purchase your Shares and/or Performance Rights (as applicable) includes the purchase of all rights, benefits and entitlements (such as entitlements to dividends, bonus issues and other payments and distributions of any nature) which attach to your Shares and/or Performance Rights (as applicable) on, after, or by reference to 26 April 2018 other than the Permitted Dividend referred to in paragraph 8.7 ("**Entitlements**"). 26 April 2018 is the "**Notice Date**" for the purposes of the Offer.
- 1.3 The Offer is dated [*insert offer date*] ("**Offer Date**").
- 1.4 The Offer will remain open for acceptance until 5:00pm on the "**Closing Date**", which is:
- (a) [*insert latest date permitted by rule 24(2)(b)*] ("**Initial Closing Date**"); or
  - (b) if the Offer is extended to a later date in accordance with the Takeovers Code, that later date.

#### 2. CONSIDERATION

- 2.1 The consideration offered by Bidco for each:
- (a) Share is \$1.23 in cash; and
  - (b) Performance Right is \$0.043 in cash.
- 2.2 The consideration paid for Shares may be adjusted by Bidco in accordance with paragraphs 8.1, 8.4 and 8.6. If Bidco adjusts the consideration, references to the consideration in paragraph 2.1(a) will be to the consideration as adjusted.

#### 3. PAYMENT

- 3.1 Bidco will pay you the consideration for your Shares and/or Performance Rights (as applicable) taken up under the Offer no later than seven days after the later of:
- (a) the date on which Bidco receives your acceptance of the Offer; and
  - (b) the date on which the Offer becomes unconditional.
- 3.2 If Bidco does not send you payment for your Shares and/or Performance Rights (as applicable) within the period specified in paragraph 3.1 you may withdraw your acceptance of the Offer by notice in writing to Bidco, but only:

- (a) after the expiration of seven days written notice to Bidco of your intention to do so; and
- (b) if you do not receive the price for your Shares and/or Performance Rights (as applicable) during the seven day period referred to in paragraph 3.2(a).

3.3 Further information about how Bidco will pay you is set out in paragraph 7.

#### **4. HOW TO ACCEPT THIS OFFER**

4.1 This Offer Document is accompanied by Acceptance Form(s) for you to use to accept the Offer for your Shares and/or Performance Rights (as applicable).

4.2 To accept the Offer, you only need to:

- (a) complete the relevant enclosed Acceptance Form for the Offer in accordance with the instructions on that Acceptance Form; and
- (b) return that completed Acceptance Form to Bidco by hand delivery, email, facsimile or post (in the reply paid envelope which is enclosed with this Offer Document) so that it is received by Bidco by no later than 5:00pm on the Closing Date, to:

**By post**

Bounty Holdings New Zealand Limited  
c/- Link Market Services Limited  
PO Box 91976  
Auckland 1142  
New Zealand

**By hand delivery**

Bounty Holdings New Zealand Limited  
c/- Link Market Services Limited  
Level 11  
Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand

**By email**

applications@linkmarketservices.co.nz (Please type "Tegel Group Holdings Acceptance" in the subject line for easy identification)

**By facsimile**

Bounty Holdings New Zealand Limited  
c/- Link Market Services Limited  
+64 9 375 5990

- (c) If you hold your Shares in a **CHESS Holding** (which will only apply to holders who bought their Shares on ASX or otherwise transferred their Shares into the Australian CHESS sub-register), to accept the Offer, you can either:
  - (i) instruct your Controlling Participant (normally your share broker) directly and, if you do this, you will need to sign and return the Acceptance Form to your Controlling Participant in sufficient time for the Offer to be accepted prior to 5:00pm on the Closing Date; or

- (ii) authorise Bidco to contact your Controlling Participant on your behalf, which you can do by completing and returning the Acceptance Form in accordance with paragraphs 4.2(a) and 4.2(b) above so that it is received in sufficient time to allow your instruction to be acted upon by 5:00pm on the Closing Date (which will authorise Bidco and Link Market Services Limited to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf). By signing and returning the Acceptance Form you will be deemed to have authorised Bidco to contact your Controlling Participant directly via the CHESSE system. Neither Bidco nor Link Market Services Limited will be responsible for any delays incurred by this process.

If you are a broker or Controlling Participant, to accept the Offer on behalf of an offeree you must initiate acceptance in accordance with the requirements of the ASX Settlement. Bidco will not provide you with any acknowledgement of receipt of your Acceptance Form.

- 4.3 If you lose or damage your relevant Acceptance Form, please request another one from the share registrar for the Offer, Link Market Services Limited, at the contact details set out above, or by calling +64 9 375 5998.
- 4.4 If Bidco receives an Acceptance Form after 5:00pm on the Closing Date which bears a postmark or other evidence of postage or despatch on or prior to 5:00pm on the Closing Date, that Acceptance Form will be deemed to have been received by Bidco prior to 5:00pm on the Closing Date (including for the purposes of the condition in paragraph 6.1(a)).
- 4.5 Bidco may, in its discretion:
  - (a) treat any Acceptance Form as valid even if that Acceptance Form does not comply with any instructions on that Acceptance Form; and
  - (b) rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of this Offer and to facilitate registration of the transfer of the relevant Shares or Performance Rights (as applicable) to Bidco.
- 4.6 Bidco will determine, in its discretion, all questions about Acceptance Forms and related documents, including the validity, eligibility, time of receipt, and effectiveness, of an acceptance of the Offer. Bidco's determination will be final and will bind you and all other persons.
- 4.7 Bidco may choose to engage the services of one or more Primary Market Participants (in terms of the NZX Participant Rules) or other financial advisory firms ("**Brokers**") to contact holders of Shares and receive Acceptance Forms for the Shares. If Bidco chooses to do this, the key terms of engagement will be as follows:
  - (a) for each completed and valid Acceptance Form procured by a Broker, Bidco may pay to that Broker a handling or procurement fee in respect of the Shares which are the subject of the Acceptance Form ("**Procurement Fee**"). The amount of the Procurement Fee will be 0.75% of the consideration payable by Bidco under this Offer in respect of the Acceptance Form received. The Procurement Fee will be subject to a minimum amount of \$50 and a maximum amount of \$750 for a single Acceptance Form inclusive of GST, if any;
  - (b) the Broker will be paid, and receive, the Procurement Fee solely in connection with its services to Bidco and must not, directly or indirectly, pass any or all of the Procurement Fee on to you, or share the Procurement Fee with you;

- (c) the payment of a Procurement Fee to a Broker in respect of an Acceptance Form procured by that Broker is in all respects conditional on the Shares, which are the subject of that Acceptance Form, being validly transferred to Bidco. No Procurement Fees will be payable if this Offer is not declared unconditional by Bidco. In addition, the Acceptance Form must be delivered to Bidco in accordance with paragraph 4 and, unless Bidco in its sole discretion determines otherwise, must be stamped by the Broker (and only that Broker). A Procurement Fee will not be paid in respect of Shares acquired by Bidco through the compulsory acquisition provisions set out in Part 7 of the Takeovers Code;
- (d) Brokers are precluded from receiving any Procurement Fee in respect of Shares in which they or their associates have a relevant interest (as defined in Part 5 of the Financial Markets Conduct Act 2013);
- (e) Bidco may, in determining the Procurement Fee payable to a Broker, aggregate and/or disregard any acceptance of this Offer procured by that Broker if Bidco believes that a party has structured holdings of Shares for the purpose or with the effect of enabling parties to take advantage of the arrangements summarised in this paragraph 4.7;
- (f) Bidco will determine, in its sole discretion, any disputes relating to the payment of a Procurement Fee. The determination of Bidco will be final and binding on all parties; and
- (g) no Procurement Fees will be payable in respect of Shares that are subject to the Lock-Up Agreement referred to in paragraph 6 of Schedule 1 of this Offer Document.

## 5. KEY TERMS OF THIS OFFER

### **Acceptance of this Offer and your agreement to sell your Shares and/or Performance Rights (as applicable)**

- 5.1 This Offer is made to all holders of Shares and all holders of Performance Rights in TGH and is open for acceptance in accordance with its terms by each such person, whether or not you acquired Shares and/or Performance Rights (as applicable) before, on or after the date of the Offer.
- 5.2 You may accept the Offer for some or all of your Shares and/or Performance Rights (as applicable).
- 5.3 If you accept the Offer you create a binding contract with Bidco. You agree to sell, and Bidco agrees to purchase, the Shares and/or Performance Rights (as applicable) for which you accept the Offer and all Entitlements attaching to those Shares and/or Performance Rights (as applicable) on the terms, and subject to the conditions, of this Offer and the provisions of the Takeovers Code.
- 5.4 Your acceptance of the Offer is irrevocable. You may not withdraw your acceptance, whether or not Bidco has varied the Offer in accordance with the Takeovers Code, except in accordance with paragraph 3.2 (which allows you to withdraw your acceptance in the event that Bidco does not pay you within a specified period). You may, however, be released from the obligations arising from acceptance of the Offer in the limited circumstances set out in paragraph 5.15.
- 5.5 Your acceptance of the Offer must be free of any and all amendments, restrictions, or conditions of any nature whatsoever not permitted by this Offer ("**Condition of Acceptance**"). If you attempt or purport to impose any Condition of Acceptance, it will be

void and of no effect and Bidco will be entitled to treat your acceptance as a valid and binding acceptance of the Offer free and clear of any Condition of Acceptance.

### **Conditions of this Offer**

- 5.6 The Offer is subject to the conditions set out in paragraphs 6.1 and 6.2.
- 5.7 The latest date on which Bidco can declare the Offer unconditional ("**Condition Date**") is, subject to the Takeovers Code, [*insert latest date permitted by rule 25(3A)*] 2018, being 30 days after the Initial Closing Date, but this date may change if the Closing Date is extended in accordance with the Takeovers Code, in which case the latest date on which Bidco can declare the Offer unconditional will become the date that is 30 days after the extended Closing Date (excluding any part of the offer period that is extended under rule 24B or 24C of the Takeovers Code).
- 5.8 Bidco may, subject to paragraphs 6.6, 6.7 and the Takeovers Code, invoke a condition of the Offer at any time prior to 5:00pm on the Condition Date. If this Offer is not declared unconditional, or the outstanding conditions to it are not waived by Bidco by 5:00pm on the Condition Date, then this Offer will lapse and Bidco and you will be released from any and all obligations under this Offer (and any contract arising from acceptance of it).

### **Your obligations on acceptance of this Offer**

- 5.9 Legal and beneficial ownership of, and title to, the Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable) for which you accept the Offer and the Entitlements attaching to those Shares, securities and/or Performance Rights (as applicable) will pass and transfer to Bidco free of any security interests, mortgages, options, liens, charges, encumbrances or other adverse interests of any nature ("**Encumbrances**") on payment of the price for your Shares and/or Performance Rights (as applicable) in accordance with paragraphs 3.1 and 7.
- 5.10 You must, on request by Bidco, provide to Bidco or TGH's share registrar satisfactory evidence of your entitlement to the Shares and/or the Performance Rights (as applicable) for which you have, or wish to, accept the Offer and/or the full and immediately effective release and discharge of any and all Encumbrances over those Shares and/or Performance Rights (as applicable). Bidco may treat your acceptance as invalid if you do not comply with your obligations under this paragraph 5.10, and Bidco is not obliged to notify you that Bidco has done so.
- 5.11 You will not, and will not attempt or agree to, sell, transfer, grant an Encumbrance over or otherwise dispose of any interest in or control over any or all of the Shares and/or Performance Rights (as applicable) for which you accept the Offer, except for acceptance of the Offer.
- 5.12 You irrevocably authorise and instruct TGH and TGH's share registrar to refuse to register any transfer of any or all of the Shares and/or Performance Rights (as applicable) for which you accept the Offer, except for transfers of Shares and/or Performance Rights (as applicable) to Bidco in accordance with the terms of the Offer. You agree that TGH and TGH's share registrar may rely on the authorisation set out in this paragraph 5.12, even if you attempt to revoke your authorisation. This paragraph will cease to apply if you are released from your obligations under paragraph 5.15.

### **Your warranties to Bidco**

- 5.13 By completing the relevant Acceptance Form and accepting the Offer you will be deemed to represent and warrant to Bidco, jointly and severally, that:
- (a) you are:

- (i) the sole legal and beneficial owner of the Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable) for which you accept the Offer; or
- (ii) the sole legal owner of the Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable) for which you accept the Offer and you are entitled to deal with those Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable),

and, in either case, you have all necessary power, capacity and authority to sell those Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable) and accept the Offer;

- (b) your Acceptance Form has been duly completed and executed and is binding on you in accordance with its terms and the terms of the Offer; and
- (c) legal and beneficial title and ownership of the Shares (and all other securities referred to in paragraphs 8.4 to 8.6) and/or Performance Rights (as applicable) for which you accept the Offer will pass to Bidco free from Encumbrances and in accordance with paragraph 5.9.

5.14 Despite anything to the contrary in your Acceptance Form, if you are a joint holder of Shares and/or Performance Rights (as applicable) (whether or not as a trustee of a trust) and the relevant Acceptance Form is signed by one or some, but not all, joint holders, then you represent and warrant to Bidco, jointly and severally, that:

- (a) the holder(s) who has/have signed the relevant Acceptance Form do(es) so on behalf of and as duly authorised agent(s) for the joint holder(s) who has/have not signed, that such authority has not been revoked, and that the acceptance is binding on the joint holder(s) who has/have not signed such Acceptance Form; and
- (b) if you hold the relevant Shares and/or Performance Rights (as applicable) as a trustee of a trust, the instrument constituting the trust permits the execution of the relevant Acceptance Form in the manner in which it was executed.

#### **All obligations will be released in certain circumstances**

5.15 You will be, and Bidco will be, released from any and all obligations arising from the Offer and/or from your acceptance of the Offer if Bidco withdraws the Offer with the consent of the Takeovers Panel or if the Offer lapses as a result of any condition in paragraph 6.1 or 6.2 not being satisfied or waived (to the extent capable of waiver) by 5:00pm on the Condition Date. If the Offer lapses, Bidco may destroy all Acceptance Forms.

## **6. CONDITIONS OF THIS OFFER**

6.1 The Offer and any contract arising from acceptance of it are conditional on:

- (a) Bidco receiving acceptances by no later than 5:00pm on the Closing Date in respect of Shares that would, when taken together with Shares already held or controlled by Bidco, confer on Bidco more than 50% of the voting rights in TGH; and
- (b) Bidco obtaining any consents required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005 for Bidco to complete the acquisition of Shares and Performance Rights in accordance with the Offer on

terms and conditions which are of a kind commonly imposed in respect of such consents, or are terms and conditions proposed by Bidco in its application for consent, or are otherwise on terms and conditions which are reasonable.

6.2 The Offer and any contract arising from acceptance of it are also subject to the conditions that, except as otherwise agreed in writing by Bidco, during the period from (and including) the Notice Date until the time the Offer is declared unconditional by Bidco:

- (a) no dividends or other payments or distributions (within the meaning of the Companies Act 1993) of any nature (including, without limitation, any share buybacks, redemptions or other form of capital reduction) have been or will be authorised, declared, paid, or made, on or in respect of, any of the Shares or any other securities in TGH, or in respect of any of the shares or other securities in any subsidiary of TGH (TGH, together with its subsidiaries, the "**Group**") other than (i) a dividend or distribution from subsidiaries of TGH to TGH or to wholly-owned subsidiaries of TGH, and (ii) a Permitted Dividend as contemplated by paragraph 8.7;
- (b) no shares, convertible securities, other securities or financial products of any nature (including warrants, options, convertible notes, entitlements, rights or interests in any ordinary shares) of the Group have been, or will be, issued, agreed to be issued or made the subject of any option or right to subscribe by any member of the Group other than pursuant to an Intra-Group Transaction;
- (c) there has not been and there will be no alteration of the rights, privileges, benefits, entitlements or restrictions attaching to any of the Shares, Performance Rights or other securities or financial products (if any) of any member of the Group;
- (d) no action, claim, litigation, prosecution or other form of proceeding that, as at the Notice Date was not publicly announced to NZX, is notified or commenced against, or by, any member of the Group that is material to the Group, taken as a whole;
- (e) the businesses of each member of the Group are carried on in the normal and ordinary course, consistent with past practices, including without limitation:
  - (i) no member of the Group makes or agrees to make any unusual or abnormal payment or enters into, or agrees to enter into, any new contract, commitment, liability, arrangement or agreement, or alters, or agrees to alter, the terms of any existing contract, commitment, liability, arrangement or agreement providing for any payments by a member of the Group over its term, of more than \$500,000, otherwise than in the ordinary course of business or pursuant to any transaction which has been publicly announced to NZX before the Notice Date or pursuant to an Intra-Group Transaction;
  - (ii) no member of the Group disposes of, purchases, offers, announces a bid or tender for, transfers, leases, grants or permits any Encumbrance over, grants an option or legal or equitable interest in respect of, or otherwise deals with a legal or equitable interest in, an asset, business, operation, property, share, interest in a joint venture, entity, undertaking or subsidiary (or agrees, including agreeing to vary any agreement, to do any of these things), in each case having a value of an amount of more than \$500,000, otherwise than in the ordinary course of business or pursuant to any transaction which has been publicly announced to NZX before the Notice Date or pursuant to an Intra-Group Transaction;

- (iii) no member of the Group (separately or together), undertakes or commits to any capital expenditure or divestment having a value of more than \$1,000,000 in aggregate (either by a single act or a series of related acts), other than in the ordinary course of business (including in accordance with any TGH board approved capital expenditure budget) or the completion of transactions entered into prior to the Notice Date or pursuant to any transaction which has been publicly announced to NZX before the Notice Date;
  - (iv) no major transactions (as defined in section 129(2) of the Companies Act 1993), are entered into, terminated or materially varied, by any member of the Group other than pursuant to a solely Intra-Group Transaction; and
  - (v) there is no announcement to do any of the actions set out in subparagraphs (i) to (iv) above;
- (f) there is no alteration to the constitutional documents of any member of the Group, or to any agreement under which any securities or financial products have been issued by any member of the Group, other than amendments that are of a formal or technical (and not substantive) nature, or amendments required to comply with the NZX Listing Rules;
  - (g) no member of the Group changes, or agrees to change, the remuneration or any other material terms of employment of any director, officer, employee or consultant (except for ordinary wage or salary increases in accordance with any established review policy), or commences the employment of any person (except where such commencement is for the purposes of filling a vacant position) at a rate of remuneration in excess of \$250,000 per annum;
  - (h) no liquidator, receiver, receiver and manager, statutory manager, administrator (voluntary or otherwise) or similar official is appointed in respect of any member of the Group or any of its assets, and no proceeding or other action to appoint such a person is commenced or taken;
  - (i) no resolution is passed for any amalgamation of any member of the Group, and none of them is involved in any merger or scheme of arrangement, and no agreement or proposal relating to any merger or scheme of arrangement is announced in respect of any of them;
  - (j) no member of the Group enters into or contracts to enter into or completes any transaction or arrangement to which NZX Listing Rule 9.1 (*Disposal or Acquisition of Assets*) and/or NZX Listing Rule 9.2 (*Transactions with Related Parties*) applies (or would apply but for the granting of a waiver or exemption);
  - (k) there is no person exercising or stating an intention to exercise any rights or refusing to give any required waiver or consent under any provision of any agreement or other arrangement to which any member of the Group is a party, or by or to which any member of the Group or any of its assets may be bound or be subject, as a consequence of TGH or any of its subsidiaries becoming a subsidiary of Bidco, which results, or could reasonably be expected to result, to an extent which is materially adverse in the context of the Group taken as a whole, in:
    - (i) any moneys borrowed by any member of the Group becoming repayable or being capable of being declared repayable immediately or earlier than the repayment date stated in such agreement or other arrangement; or



- (ii) any property leased or licensed by any member of the Group, or any agreement to lease or license, being terminated or modified or any action being taken or arising thereunder (including any rental increase); or
  - (iii) any agreement or arrangement for the supply by any member of the Group to a customer being terminated or modified or any action being taken or arising thereunder; or
  - (iv) any agreement or arrangement for the supply to any member of the Group by a supplier being terminated or modified or any action being taken or arising thereunder;
- (l) there not having occurred:
- (i) an outbreak of avian influenza virus or any other zoonotic disease affecting poultry in New Zealand the impact of which; or
  - (ii) a natural disaster, accident, change of law or regulation, financial crisis or act of terrorism the impact of which; or
  - (iii) any events, changes, circumstances or conditions of the nature referred to in paragraphs (a) to (l)(ii) (ignoring, for this purpose, any dollar thresholds, materiality or similar qualifications therein), which (whether or not causing a failure of any of the conditions set out in any such paragraphs), when aggregated with all other events, changes, circumstances or conditions of any of the nature referred to in such paragraphs (ignoring, for this purpose, any dollar thresholds, materiality or similar qualifications therein) that have occurred, mean that the overall impact of all such aggregated events, changes, circumstances or conditions taken as a whole,
- has, or could reasonably be expected to have, a Material Adverse Effect;
- (m) no board resolution or shareholders' resolution of any member of the Group is passed (i) to do or authorise the doing of any act or matter referred to in any of paragraphs (a) to (j), or (ii) which could be reasonably expected to give rise to any act or matter referred to in any of paragraphs (a) to (j);
- (n) no event or circumstance arises (other than where the event or circumstance is a result of an act or omission in the power, or under the control, of Bidco or an associate of Bidco) which would have a material adverse effect on:
- (i) the business, operations, assets, and/or financial condition of the Obligors and their subsidiaries when taken as a whole;
  - (ii) the Obligors' ability to perform any one or more of its obligations under the Facility Agreement; or
  - (iii) the legality, validity or enforceability of the Facility Agreement or the rights or remedies of the Lender under the Facility Agreement,
- unless the Lender makes all financing under the Facility Agreement available to the Borrowers despite the occurrence of such an event or circumstance;
- (o) (i) TGH not reporting or making any announcement or issuing any earnings guidance or warning to the effect that Underlying EBITDA or net profit after tax of the Group for the financial period ending 29 April 2018 was, will or may

reasonably be less, by 10% or more, than (A) with respect to Underlying EBITDA, \$70 million, or (B) with respect to net profit after tax, \$25 million, or (ii) TGH not making any announcement or issuing any earnings guidance or warning to the effect that EBITDA or Underlying EBITDA of the Group for the 26 week period ending on or about 28 October 2018 will or may reasonably be less, by 10% or more, than EBITDA or Underlying EBITDA of the Group for the corresponding 26 week period ended 29 October 2017; and

- (p) there is no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction in New Zealand or elsewhere or other legal restraint or prohibition making implementation of the Offer, or any aspect of it, void, unenforceable or illegal.

#### **Nature of the conditions of this Offer**

- 6.3 Each condition in paragraphs 6.1 and 6.2 is a separate and independent condition, and is solely for Bidco's benefit. Bidco may waive any or all of those conditions (except for the condition in paragraph 6.1(a) which cannot be waived), in whole or in part, and on any terms in its discretion. If Bidco waives a condition, in whole or in part, the waiver will apply only in accordance with its terms, and will not operate as a waiver of or consent to any similar matter or thing. No other person has any right to waive any condition.
- 6.4 Where any condition set out in paragraph 6.1 or 6.2 requires a determination as to whether a matter is or could reasonably be expected to be material or not (including whether a matter will have, or could reasonably be expected to have, a Material Adverse Effect or not), is adverse or not, is reasonable or not, is onerous or not, is long term or not, is normal or not, is abnormal or not, is usual or not, is unusual or not, is in the ordinary course of business or not, is consistent or not, is of a formal or technical (and not substantive) nature or not, or any similar determination required in relation to any such condition, before the condition may be invoked, such determination must (unless the determination does not depend on the judgement of Bidco or any associate of Bidco) be made by a suitably qualified expert nominated by Bidco who is independent of, and not an associate of, Bidco.

#### **This Offer will only proceed if it becomes unconditional in all respects**

- 6.5 The Offer will only proceed, and you will only be paid for your Shares and/or Performance Rights (as applicable) to be taken up under this Offer, if each of the conditions set out in paragraphs 6.1 and 6.2 is satisfied or (if capable of being waived) waived by Bidco and Bidco declares the Offer unconditional. If this does not occur, the Offer will lapse and paragraph 5.15 will apply.
- 6.6 Bidco agrees that it will, within two Business Days of satisfaction (or waiver) of the last to be satisfied (or waived) of the conditions in paragraph 6.1, and provided that no event or circumstance has occurred which means that any of the conditions in paragraph 6.2 have not been satisfied or fulfilled (which has not been waived by Bidco) and provided that Bidco is not investigating on reasonable grounds whether any such event or circumstance has occurred, waive the conditions in paragraph 6.2 and declare the Offer unconditional and provide written notice of that fact to TGH, the Takeovers Panel and NZX. If Bidco is investigating whether any such event or circumstance has occurred then, if on completion of that investigation no such event or circumstance has occurred, then Bidco will waive the conditions in paragraph 6.2 and declare the Offer unconditional and provide written notice of that fact to TGH, the Takeovers Panel and NZX.

#### **When Bidco will not rely on a condition**

- 6.7 Bidco will not allow the Offer to lapse:
  - (a) in unreasonable reliance on a condition of the Offer; or

- (b) in reliance on a condition of the Offer that restricts TGH or the Group's activities in the ordinary course of TGH or the Group's business during the period commencing on the Notice Date and ending on the Condition Date.

## **7. HOW BIDCO WILL SETTLE THIS OFFER AND PAY YOU**

7.1 Bidco will pay you for your Shares and/or Performance Rights (as applicable) taken up under this Offer in accordance with paragraph 3 and this paragraph 7 if:

- (a) the Offer becomes unconditional; and
- (b) your Acceptance Form is in order (or Bidco rectifies any errors in or omissions from your Acceptance Form or otherwise accepts your Acceptance Form as valid under paragraph 4.5).

7.2 Bidco will pay you for your Shares and/or Performance Rights (as applicable) by sending you a cheque by ordinary post or, if you choose in your Application Form, by making an electronic funds transfer to a New Zealand dollar account with a New Zealand registered bank.

7.3 However, if:

- (a) you do not select a method of payment;
- (b) your desired account is not a New Zealand dollar account with a New Zealand registered bank; or
- (c) the details that you provide to us are not sufficient for us to make an electronic funds transfer to your desired account,

Bidco may choose to pay you by electronic funds transfer to any existing New Zealand dollar account that you have advised to TGH's share registrar (such as for dividend payments) which is known by Bidco, or by cheque.

7.4 If Bidco chooses to make payment to you in accordance with paragraph 7.3:

- (a) Bidco is not obliged to notify you that Bidco has done so; and
- (b) Bidco will have no liability to you for its choice to do so.

7.5 In no circumstances will Bidco be liable to you for interest on any payment due to you.

## **8. CHANGE IN CIRCUMSTANCES**

### **Dividends and distributions**

8.1 If, on or after the Notice Date, TGH authorises, declares, makes, or pays any dividend or other payment or distribution of any nature whatsoever on Shares (excluding, for the avoidance of doubt, any Permitted Dividend as contemplated by paragraph 8.7) and the condition in paragraph 6.2(a) is waived by Bidco and the Offer otherwise becomes unconditional, then, at the option of Bidco (and subject to the terms of any waiver), either:

- (a) you will be bound to pay to Bidco on demand an amount equivalent to the dividend, other payment or the value of the distribution prior to the deduction of any withholding taxes (in each case exclusive of any imputation credits attached to the dividend, if applicable, and in relation to a non-resident shareholder,

ignoring any supplementary dividend paid to that non-resident shareholder) that is received by, or is properly payable to, you and relates to the Shares for which you accept or have accepted the Offer and which are transferred to Bidco; or

- (b) the consideration which would otherwise have been paid to you for the Shares for which you accept or have accepted the Offer and which are transferred to Bidco will be reduced by an amount equivalent to the dividend, other payment or the value of the distribution prior to the deduction of any withholding taxes (in each case exclusive of any imputation credits attached to the dividend, if applicable, and in relation to a non-resident shareholder, ignoring any supplementary dividend paid to that non-resident shareholder) that is received by, or is properly payable to, you and relates to the Shares for which you accept or have accepted the Offer and which are transferred to Bidco.

8.2 If you are required to make a payment to Bidco under paragraph 8.1(a) you must make that payment:

- (a) immediately on demand, to the bank account stated in Bidco's demand;
- (b) in cleared and irreversible funds; and
- (c) free of deduction, set off, withholding or condition.

8.3 If a dividend or distribution referred to in paragraph 8.1 is not in cash in New Zealand dollars then Bidco may determine the New Zealand dollar value of that dividend or distribution. Bidco's determination will be final and will bind you and all other persons. You may not challenge or appeal that determination, absent any manifest error or lack of good faith in making such determination.

#### **Bonus issues of securities**

8.4 If, on or after the Notice Date, TGH authorises or makes any issue of shares, convertible securities, or other securities or financial products of any nature (including warrants, options, convertible notes, entitlements, rights or interests in its ordinary shares) ("**Additional Securities**"), by way of bonus issue and the condition in paragraph 6.2(b) is waived by Bidco and the Offer otherwise becomes unconditional, then, at the option of Bidco (and subject to the terms of any waiver), either:

- (a) you must transfer to Bidco, in respect of the Shares for which you have accepted the Offer and which are transferred to Bidco, any Additional Securities, without any additional payment or consideration; or
- (b) if the Additional Securities are Shares in TGH, the Offer will extend to those Additional Securities, the consideration payable for each Share as set out in paragraph 2.1 will be proportionately reduced to take account of the bonus issue, such that the total aggregate consideration payable for all Shares in TGH under the Offer (including the Additional Securities), if accepted in full, remains the same as it would have had no bonus issue taken place.

#### **Other issues of Shares**

8.5 If, on or after the Notice Date, TGH authorises or makes any issue of Shares to any person other than by way of bonus issue and the condition in paragraph 6.2(b) is waived by Bidco and the Offer otherwise becomes unconditional, then the Offer will be deemed to be extended to and include those Shares and the price payable for them will be the price set out in paragraph 2.1.

## **Subdivisions and consolidations**

- 8.6 If, on or after the Notice Date, all or any of the Shares are subdivided or consolidated by TGH then:
- (a) the Offer will be interpreted to take into account that subdivision or consolidation and will be deemed to be for the Shares resulting from that subdivision or consolidation;
  - (b) the consideration per Share offered under the Offer set out in paragraph 2.1 will be increased or reduced, as the case may require, in proportion to that subdivision or consolidation; and
  - (c) you must transfer those subdivided or consolidated Shares for which you have accepted the Offer to Bidco on the basis of the price so increased or reduced.

## **Permitted Dividend**

- 8.7 TGH may, during the period from (and including) the Notice Date until 5:00pm on the Initial Closing Date (or, if later, the date on which the Offer becomes unconditional), pay a cash dividend, distribution or other payment on Shares (a "**Dividend**") if such Dividend is in New Zealand dollars and does not exceed in aggregate 4.1 cents per Share prior to the deduction of any withholding taxes (a "**Permitted Dividend**").
- 8.8 For the avoidance of doubt, if a Permitted Dividend is paid by TGH in accordance with paragraph 8.7, the payment of such Permitted Dividend will not result in an adjustment to the consideration offered by Bidco in paragraph 2.1(a).

## **9. NOTICES**

- 9.1 Notices that Bidco gives to TGH, the Takeovers Panel and NZX:
- (a) declaring this Offer unconditional; or
  - (b) advising that the Offer is withdrawn in accordance with the Takeovers Code; or
  - (c) advising that the Offer has lapsed in accordance with its terms or the Takeovers Code,

will, in each case, be deemed to be notice to you and all other offerees when so given.

- 9.2 Notice of any variation of the Offer will be sent to TGH, the Takeovers Panel, NZX and, except where not required in accordance with the Takeovers Code, to you and each other offeree under the Offer.

## **10. FURTHER INFORMATION, INTERPRETATION AND GENERAL TERMS**

### **Further information**

- 10.1 Further information relating to the Offer, as required by Schedule 1 to the Takeovers Code, is set out in Schedule 1 and forms part of this Offer Document.

### **Interpretation**

- 10.2 In this Offer Document:

- (a) any reference to the Takeovers Code means the takeovers code approved in the Takeovers Code Approval Order 2000 (SR 2000/210) as amended including by any applicable exemption granted by the Takeovers Panel under the Takeovers Act 1993;
- (b) except if expressly defined in this Offer Document, or where the context requires otherwise, terms defined in the Takeovers Code have the same meaning in this Offer Document;
- (c) references to amounts of money are to New Zealand currency and to times are to New Zealand time;
- (d) headings are for convenience only and do not affect the interpretation of this Offer Document or any Acceptance Form;
- (e) the singular includes the plural and vice versa;
- (f) if you hold your Shares or Performance Rights (as applicable) jointly, unless otherwise expressly stated, a reference to you is a reference to all joint holders together; and
- (g) all percentages are rounded to two decimal places.

10.3 In this Offer Document, the following terms have the following meanings unless the context otherwise requires:

- (a) "**Acceptance Form**" means either the (i) relevant acceptance form relating to Shares that is enclosed with and forms part of this Offer Document (in the case of holders of Shares), or (ii) the acceptance form relating to Performance Rights that is enclosed with and forms part of this Offer Document (in the case of holders of Performance Rights);
- (b) "**ASX**" means the Australian Securities Exchange owned by ASX Limited;
- (c) "**ASX Settlement**" means ASX Settlement Pty Ltd (ABN 49 008 504 532);
- (d) "**Borrowers**" means the entities that executed the letter of comfort that accompanies this Offer Document;
- (e) "**Controlling Participant**" has the meaning given to that term in the ASX Settlement Operating Rules;
- (f) "**EBITDA**" means earnings before income, tax, depreciation and amortisation of the Group;
- (g) "**Facility Agreement**" means the facility agreement entered into or to be entered into between, among others, all or any of the Borrowers and the Lender;
- (h) "**Intra-Group Transaction**" means a transaction between or among TGH and/or any of its wholly owned subsidiaries;
- (i) "**Lender**" means a certain Philippine's bank (or banks);
- (j) "**Material Adverse Effect**" means a material adverse effect on the business, financial or trading position, assets (including contractual rights) or liabilities, profitability or prospects of the Group taken as a whole;
- (k) "**NZX**" means NZX Limited;

- (l) **"NZX Listing Rules"** means the Main Board and Debt Market Listing Rules made by NZX from time to time;
- (m) **"Obligors"** means the Borrowers (and certain associated entities of the Borrowers included as obligors under the Facility Agreement);
- (n) **"Parent"** means Bounty Fresh Food, Inc; and
- (o) **"Underlying EBITDA"** means underlying EBITDA calculated in the same manner as set out in TGH's 2017 Annual Report which excludes the effects of certain IFRS fair value adjustments and items that are of a non-recurring nature.

10.4 If there is an inconsistency between the terms and conditions of the Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 or the Takeovers Code (as the case may be) will prevail to the extent of that inconsistency.

**Cheques, documents and transfers are at your risk**

10.5 All cheques, electronic funds transfers, Acceptance Forms and other documents to be delivered, sent or transferred by or to you will be delivered, sent or transferred at your own risk.

**Variation of this Offer**

10.6 Bidco may vary the Offer in accordance with rule 27 of the Takeovers Code.

**Acceptance Forms are part of this Offer**

10.7 The provisions set out in any Acceptance Form are part of the terms of the Offer.

**Governing law and jurisdiction**

10.8 The Offer and any contract arising from acceptance of it are governed by, and must be construed in accordance with, the laws of New Zealand.

10.9 You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

## SCHEDULE 1

### TAKEOVERS CODE INFORMATION

The information required by Schedule 1 to the Takeovers Code, and not stated elsewhere in this Offer Document, is set out below. Where any information required by Schedule 1 is not applicable, no statement is made regarding that information. The following matters are stated as at [*insert offer date*] ("**Offer Date**").

#### 1. DATE

1.1 The Offer is dated [*insert offer date*].

#### 2. OFFEROR AND ITS DIRECTORS

2.1 The name and address of Bidco (ie, the offeror) is:

Bounty Holdings New Zealand Limited  
C/- Russell McVeagh  
The Vero Centre  
Level 25, 48 Shortland Street  
Auckland

2.2 The directors of Bidco are:

Debbie Cheng Chung  
Jeffrey Gotua Dee  
Kenneth Go Cheng

#### 3. TARGET COMPANY

3.1 The name of the target company is Tegel Group Holdings Limited ("**TGH**").

#### 4. OWNERSHIP OF EQUITY SECURITIES OF TGH

4.1 The table below sets out the number, designation and percentage of equity securities of any class of TGH held or controlled by:

- (a) Bidco (as offeror);
- (b) any related company of Bidco;
- (c) any person acting jointly or in concert with Bidco;
- (d) any director of any of the persons described in paragraphs (a) to (c) above; and
- (e) any other person holding or controlling 5% or more of the class, to the knowledge of Bidco.

Name	Description	Number of Equity Securities Held or Controlled	Type of Equity Security	Percentage of Class
Claris Investments Pte. Limited	Person holding or controlling 5% or more of the Shares	160,157,782	Ordinary Shares	45.00%



<b>Name</b>	<b>Description</b>	<b>Number of Equity Securities Held or Controlled</b>	<b>Type of Equity Security</b>	<b>Percentage of Class</b>
Commonwealth Bank of Australia	Person holding or controlling 5% or more of the Shares	24,513,124	Ordinary Shares	6.89%
Colonial First State Asset Management (Australia) Limited	Person holding or controlling 5% or more of the Shares	18,135,077	Ordinary Shares	5.10%
Investment Services Group Limited	Person holding or controlling 5% or more of the Shares	23,331,800	Ordinary Shares	6.56%
Phil Hand	Person holding or controlling 5% or more of the Performance Rights	333,333	Performance Rights	37.30%
Peter McHugh	Person holding or controlling 5% or more of the Performance Rights	113,889	Performance Rights	12.74%
Christine Cash	Person holding or controlling 5% or more of the Performance Rights	89,946	Performance Rights	10.07%
Evelyn Davis	Person holding or controlling 5% or more of the Performance Rights	62,037	Performance Rights	6.94%
David Taylor	Person holding or controlling 5% or more of the Performance Rights	58,889	Performance Rights	6.59%
Martin Baker	Person holding or controlling 5% or more of the Performance Rights	58,889	Performance Rights	6.59%
Edward Campion	Person holding or controlling 5% or more of the Performance Rights	58,889	Performance Rights	6.59%
John Russell	Person holding or controlling 5% or more of the Performance Rights	58,889	Performance Rights	6.59%
Austin Laurenson	Person holding or controlling 5% or more of the Performance Rights	58,889	Performance Rights	6.59%

Notes:

1. The percentage numbers are rounded to two decimal places.
2. The details have been obtained from substantial product holder notices lodged with NZX, and from product disclosure statements and annual reports issued by TGH, being the only such information within the knowledge of Bidco.
3. The information in the table above is information known at the Offer Date.

4.2 Except for those persons who are specified in paragraph 4.1 as holding or controlling equity securities of TGH, no person referred to in paragraphs 4.1(a) to (d) of this Schedule holds or controls equity securities of TGH.

## 5. TRADING IN TGH EQUITY SECURITIES

5.1 No person referred to in paragraphs 4.1(a) to (d) of this Schedule has, during the 6-month period before the Notice Date, acquired or disposed of any equity securities of TGH.

## 6. AGREEMENTS TO ACCEPT OFFER

6.1 On 24 April 2018, Claris Investments Pte. Ltd ("**Claris**") entered into a lock-up agreement with Bidco and Parent (the "**Lock-Up Agreement**") pursuant to which it has (subject to the terms therein) irrevocably agreed to accept the Offer in respect of all the Shares listed in the table below held or controlled by Claris (such Shares being, "**its Shares**").

Lock-Up Party	Equity securities subject to Lock-up Agreement	Percentage of class
Claris	160,157,782 fully paid ordinary shares	45.00%

Note: The percentage numbers are rounded to two decimal places.

6.2 The material terms of the Lock-Up Agreement are:

- (a) Bidco agreed that it will, and Parent agreed that it will procure that Bidco will, send a takeover notice to TGH in compliance with rule 41 of the Takeovers Code within one business day after the date of the Lock-Up Agreement;
- (b) Bidco agreed that it will, and Parent agreed that it will procure that Bidco will, make the offer in accordance with rules 43 and 43B of the Takeovers Code (the "**Offer**");
- (c) Each of Bidco's obligations under paragraphs 6.2(a) and (b) are subject to the conditions (which Bidco may waive in its sole discretion) that:
  - (i) none of the circumstances set out in paragraph 6.2 of this Offer Document has occurred or failed to occur (interpreted as if (A) rule 25(1A) to the Takeovers Code was applicable, and (B) the references to Notice Date in paragraphs 6.2(d) and 6.2(e) of the Offer Terms and Conditions were references to the date of the Lock-Up Agreement), as the case may require, in the period commencing on the date of the Lock-Up Agreement and ending on:
    - (A) in the case of the takeover notice, the date that the takeover notice is sent as contemplated by paragraph 6.2(a); and
    - (B) in the case of the Offer, the date that the Offer is made as contemplated by paragraph 6.2(b);
  - (ii) Bidco being satisfied, acting reasonably, that no person will exercise any right or refuse to give any required waiver or consent under any provision of any

agreement or other arrangement to which any member of the Group is a party, or by or to which any member of the Group or any of its assets may be bound or be subject, as a consequence of TGH or any of its subsidiaries becoming a subsidiary of Bidco, which results, or could result, to an extent which in Bidco's reasonable opinion is materially adverse in the context of the Group taken as a whole, in:

- (A) any moneys borrowed by any member of the Group becoming repayable or being capable of being declared repayable immediately or earlier than the repayment date stated in such agreement or other arrangement; or
  - (B) any property leased or licensed by any member of the Group, or any agreement to lease or license, being terminated or modified or any action being taken or arising thereunder (including any rental increase); or
  - (C) any agreement or arrangement for the supply by any member of the Group to a customer being terminated or modified or any action being taken or arising thereunder; or
  - (D) any agreement or arrangement for the supply to any member of the Group by a supplier being terminated or modified or any action being taken or arising thereunder; and
- (iii) the class notice provided by TGH to Bidco in accordance with rule 42A of the Takeovers Code confirms that the only equity securities that TGH has on issue are:
- (A) 355,906,183 Shares; and
  - (B) not more than 1,000,000 Performance Rights, and that such Performance Rights are those issued under its equity settled share based incentive plan for senior managers and eligible employees established on 20 April 2016 and as described in note 6.4 of the TGH Annual Report for the 12 month period ended 30 April 2017.
- (d) Bidco agreed that the Offer will be made, and Parent agreed to procure that the Offer will be made, at a price of not less than \$1.23 per Share (as may be adjusted in accordance with the terms set out in this Offer Document (the "**Offer Terms**")) and on the Offer Terms, except as otherwise agreed in writing by Bidco and Claris (each acting reasonably) before the date on which the Offer is made (and each reference to Offer Terms shall be a reference to such terms as amended). Notwithstanding the foregoing, Bidco is entitled to:
- (i) complete any missing information in the Offer Terms (including inserting all necessary dates consistent with the description of those dates in the Offer Terms);
  - (ii) include all information required by Schedule 1 to the Takeovers Code;
  - (iii) make such changes to the Offer Terms as are required by the Takeovers Panel or permitted by rule 44 of the Takeovers Code or any exemption; and
  - (iv) otherwise vary the Offer in accordance with the Takeovers Code,

provided that, in respect of sub-clauses (iii) and (iv), such variation is not materially prejudicial to Claris and in the case of any variation under rule 44(1)(b)(ii) of the Takeovers Code, such variation is approved in writing by Claris (acting reasonably).

- (e) Nothing in the Lock-Up Agreement affects the rights of Bidco to waive or invoke any condition or other right included in the Offer Terms in accordance with the Takeovers Code;
- (f) Subject to the Offer being made by Bidco in accordance with the Lock-Up Agreement, Claris irrevocably agreed to accept the Offer in respect of all its Shares by no later than the date which is three business days after the date of despatch of the Offer, as notified by Bidco under rule 45 of the Takeovers Code or, if later, then on the business day on which the Offer is received by Claris, by duly signing the relevant acceptance form accompanying this Offer Document and returning that acceptance form in accordance with the terms of the Offer;
- (g) Claris agreed that, unless the Lock-Up Agreement is terminated in accordance with its terms, it will not dispose of or deal in any way with (including granting an option over or interest in or encumbering) any of its Shares, except to accept the Offer;
- (h) Nothing in the Lock-Up Agreement confers on Bidco the ability, or right, to hold or control the voting rights attaching to Claris' Shares, and Bidco will not become the holder or controller of such voting rights except on transfer of such Shares under the Offer. Claris may exercise or control the exercise of all voting rights attached to its Shares in whatever manner that it sees fit until its Shares are transferred under the Offer.
- (i) Claris is entitled to terminate the Lock-Up Agreement if Bidco does not comply with its obligations set out in paragraphs 6.2(a) and (b) above.
- (j) The Lock-Up Agreement will automatically terminate if:
  - (i) Bidco does not make the Offer because a condition in paragraph 6.2(c) is not satisfied (and is not waived by Bidco); or
  - (ii) Bidco withdraws the Offer in accordance with the Takeovers Code; or
  - (iii) one of the conditions applicable to the Offer remains unfulfilled on the Condition Date, and the Offer lapses in accordance with rule 25(4) of the Takeovers Code;
- (k) Notwithstanding paragraph 6.2(j)(iii), if the condition contained in paragraph 6.1(b) of the Offer Terms and Conditions (the "**OIO Condition**") remains unfulfilled on the Condition Date and the Offer lapses in accordance with rule 25(4) of the Takeovers Code and Bidco and Claris agree, acting reasonably and based on legal advice, that it is reasonably likely that the OIO Condition will be satisfied, then the Lock-Up Agreement will not terminate and:
  - (i) Bidco will make a new Offer on the Offer Terms updated to reflect changes in circumstances (the "**New Offer**") including by (i) changing the consideration offered for the Shares to the Final Price (being the price set out in paragraph 2.1(a) of this Offer Document as varied in accordance with the Takeovers Code, and as may be adjusted in the manner contemplated in paragraph 2.2 of this Offer Document to reflect the occurrence of any of the events in paragraphs 8.1, 8.4 and 8.6 of this Offer Document between (and including) the Notice Date to (but excluding) the New Notice Date (as defined below)), (ii) removing paragraphs 8.7 and 8.8 of this Offer Document, and (iii) making consequential amendments;

- (ii) a takeover notice will be sent by Bidco to TGH in compliance with rule 41 of the Takeovers Code within 10 business days of the Condition Date which includes the terms of the New Offer (the date such notice is sent to TGH being the "**New Notice Date**"); and
- (iii) the offer period of the New Offer will be the shortest period permitted by rule 24 of the Takeovers Code and the New Offer shall provide that such offer period will not be extended by Bidco (even if such extension would otherwise be in accordance with the Takeovers Code).

The terms of the Lock-Up Agreement (other than the term in this paragraph 6.2(k)) shall, with the necessary modifications, apply to the New Offer.

- (l) In connection with the OIO Condition:
  - (i) Bidco will, and Parent will procure that Bidco will, within two business days of the date of the Lock-Up Agreement, file an application for consent ("**OIO Application**") under the Overseas Investment Act 2005 (the "**OI Act**") and the Overseas Investment Regulations 2005 (the "**OI Regulations**") in relation to the Offer.
  - (ii) Bidco must use, and Parent must procure that Bidco uses, all reasonable endeavours to promptly satisfy, or procure the satisfaction of, the OIO Condition, including by:
    - (A) promptly providing to the Overseas Investment Office ("**OIO**") all other notices, information and documents reasonably requested by the OIO for the purposes of fulfilling the OIO Condition;
    - (B) diligently progressing its OIO Application (including, to the extent within its control, by responding to the OIO in a fulsome and timely manner and where applicable in compliance with the prescribed timeframes, in respect of all its questions and other correspondences);
    - (C) not resiling from or changing, with a consequence that might be adverse to its prospects of satisfying the OIO Condition, any of the assurances or other commitments provided by Bidco to the OIO in or in connection with the OIO Application (other than where necessary to ensure that the OIO Application is accurate and not misleading and complies with all applicable laws);
    - (D) other than on termination of the Lock-Up Agreement, not withdrawing or varying (with a consequence that might be adverse to its prospects of satisfying the OIO Condition, except any variation necessary to ensure that the OIO Application is accurate and not misleading and complies with all applicable laws and responding to questions and other correspondences in respect of the OIO Application), or procuring such withdrawal or variation of, any application made in connection with satisfying the OIO Condition;
    - (E) (notwithstanding the above) not withdrawing or varying the proposed benefits set out in the OIO Application (with a consequence that might be adverse to Bidco's prospects of satisfying the OIO Condition) except where such withdrawal or variation is due to an event or circumstance outside the power or control of Bidco and its associates;
    - (F) not withholding its approval to the terms or conditions of any consent proposed by the OIO to be granted under the OI Act and the OI

Regulations if the terms and conditions sought to be imposed by the OIO: (i) are of a kind commonly imposed in respect of such consents, or (ii) are terms and conditions proposed by Bidco in the OIO Application, or (iii) are otherwise reasonable; and

(G) providing to Claris copies of all material correspondence with the OIO (provided that Bidco can redact any portion of such information reasonably considered by it to be commercially sensitive) and consulting with Claris on the response to any such correspondence.

(iii) Claris will provide all information and assistance reasonably required by Bidco to satisfy, or procure the satisfaction of, the OIO Condition.

## **7. ARRANGEMENTS TO PAY CONSIDERATION**

7.1 Bidco confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of the Offer and to pay any debts incurred in connection with the Offer (including the debts arising under sections 47 to 53 of the Takeovers Act 1993). Accompanying this Offer Document is a letter of comfort pursuant to which each of Parent, Bounty Farms, Inc., Bounty Agro Ventures, Inc., Hypig Genetics, Inc. and Inoza Foods, Inc. unconditionally, irrevocably and absolutely guarantees to the offerees of the Offer the complete and punctual performance by Bidco of all its undertakings and payment obligations under the Offer.

7.2 A statement setting out the rights of each holder of Shares and/or Performance Rights (as applicable) under rule 34 of the Takeovers Code is set out in paragraph 3.2 of the Offer Terms and Conditions.

## **8. ARRANGEMENTS BETWEEN BIDCO AND TGH**

8.1 No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Bidco or any of its associates, and TGH or any related company of TGH, in connection with, in anticipation of, or in response to, this Offer.

## **9. ARRANGEMENTS BETWEEN BIDCO, AND DIRECTORS AND OFFICERS OF TGH**

9.1 No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Bidco or any associates of Bidco, and any of the directors or senior officers of TGH or of any related company of TGH (including any payment or other benefit proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, this Offer.

## **10. FINANCIAL ASSISTANCE**

10.1 No agreement or arrangement has been made, or is proposed to be made, under which TGH or any related company of TGH will give (directly or indirectly) financial assistance for the purpose of, or in connection with, the Offer.

## **11. INTENTIONS ABOUT MATERIAL CHANGES IN TGH**

11.1 Bidco's intentions in respect of the particulars listed below are set out in paragraph 11.2:

- (a) material changes to the business activities of TGH or its subsidiaries;
- (b) material changes to the material assets of TGH or its subsidiaries;

- (c) material changes to the capital structure of TGH (including TGH's dividend policy, raising capital, and taking on debt); and
- (d) any other information about the likelihood of changes to TGH or its subsidiaries that could reasonably be expected to be material to the making of a decision by an offeree to accept or reject the Offer.

11.2 Bidco's intentions in respect of the particulars listed in paragraph 11.1 are:

- (a) If Bidco becomes entitled to invoke the compulsory acquisition provisions of the Takeovers Code, it intends to compulsorily acquire all of the outstanding Shares and Performance Rights and apply for TGH to be de-listed from the NZX Main Board.
- (b) Regardless of whether Bidco receives sufficient acceptances under the Offer to enable the compulsory acquisition provisions of the Takeovers Code to be invoked, Bidco will seek appropriate representation on the board of TGH and will participate in decisions relating to TGH, and its future, through the board of TGH.
- (c) Bidco's intentions about material changes to the business activities or material assets of TGH and its subsidiaries are:
  - (i) Bidco and its affiliates (the "**Bounty Group**") plan to leverage their existing sales channels and distribution networks to promote the Group's products and boost exports into the Philippines and Indonesia (to start with) and subsequently to other markets in the rest of South East Asia;
  - (ii) Bidco's intention is that a member of the Bounty Group will:
    - (A) enter into distribution agreements with a member of the Group to facilitate the distribution of certain Group products to supermarkets in the Philippines; and
    - (B) enter into a supply agreement with TGH whereby the parties agree that TGH will supply a volume of TGH's products to the relevant member of the Bounty Group to meet increased exports into the Asian market;
  - (iii) Bidco plans to develop the Group and strengthen its position as a market leader by creating it as the global centre of excellence and innovation in poultry operations and processing for the Bounty Group (the "**Centre of Excellence and Innovation**"). Its plans in relation to the Centre of Excellence and Innovation include:
    - (A) investigating and implementing strategies to leverage the significant export growth opportunities of the Group, and working with the Bounty Group's global operations to undertake various research and development activities in new target markets as part of growing the Group's exports to these markets;
    - (B) enhancing research and development, particularly in relation to the growing category of value-added processed food development and to capture the increasing demand for such products in both local, and Asia-Pacific markets;
    - (C) providing, for a fee, certain consultancy services to Bounty Group companies in South East Asia to improve the efficiency, sanitation and quality of poultry operations of the Bounty Group globally; and

- (D) launching a global secondment programme whereby employees of the Group will, for a fee, be seconded on international assignments to members of the Bounty Group in Asia.
- (d) If the Offer becomes unconditional but Bidco does not receive sufficient acceptances under the Offer to enable the compulsory acquisition provisions of the Takeovers Code to be invoked, the extent to which Bidco will be able to implement its intentions as described above in relation to the Group will be subject to:
    - (i) the outcome of the Offer and the size of Bidco's shareholding at that time;
    - (ii) limitations or restrictions contained in the Companies Act 1993 and the NZX Listing Rules, in particular in relation to related party transactions and conflicts of interest; and
    - (iii) the legal obligations and duties of the directors and officers of TGH.
  - (e) Bidco views the investment in TGH as a long-term, strategically important business to the Bounty Group with no short to medium term intention to exit. As such, Bidco may evaluate business decisions using criteria that are oriented towards long-term business sustainability. In conjunction with this evaluation and following the Offer, Bidco will review the capital structure of TGH (including TGH's dividend policy, raising capital, and taking on debt).
  - (f) The foregoing statements of intention represent Bidco's current intentions in relation to the Group's business based on public information (including information that has been publicly released by TGH) that is known to Bidco at the time of preparation of this Offer Document. Bidco reserves the right to take any other action or pursue any other strategy in relation to the Group's business depending on the business and economic environment and any other relevant circumstances applicable post-Offer.
  - (g) Bidco has not had the opportunity to conduct due diligence in relation to the Group and does not, at this time, have access to the detailed information concerning the Group that would be required to make a final determination regarding its intentions for the Group. Only upon completion of the Offer and a detailed review of the Group, and in light of all material facts and circumstances, will Bidco finally determine its intentions for the Group and will take the action it considers desirable to achieve appropriate integration and synergies.

11.3 The statements made under paragraph 11.2 are consistent with any information that has been given by Bidco to any regulatory body (in New Zealand or in an overseas jurisdiction) in relation to the Offer.

## **12. PRE-EMPTION CLAUSES IN TGH'S CONSTITUTION**

12.1 There are no restrictions contained in the constitution of TGH on the right to transfer equity securities to which the Offer relates which has the effect of requiring the holders of such equity securities to offer such equity securities for purchase to members of TGH or to any other person before transferring such equity securities.

## **13. ESCALATION CLAUSES**

13.1 There is no agreement or arrangement (whether legally enforceable or not) to which Bidco or any of its related entities is a party, under which any existing holder of equity securities in TGH will or may receive in relation to, or as a consequence of, the Offer, any additional consideration or other benefit over and above the consideration set out in the Offer, or



under which any prior holder of equity securities in TGH will or may receive any consideration or other benefit as a consequence of the Offer.

#### **14. CLASSES OF FINANCIAL PRODUCTS**

- 14.1 The consideration and terms of the Offer for the Shares and the Performance Rights have been calculated to be fair and reasonable in compliance with rule 8(4) of the Takeovers Code. The basis for such calculation is that the consideration offered for the Performance Rights is within the current value range assessed by Northington Partners and the terms of the Offer for the Shares and the Performance Rights being otherwise equivalent. Further details are set out in the report prepared by Northington Partners referred to below which certifies that, in the opinion of Northington Partners, the consideration and terms offered for the Performance Rights is fair and reasonable in comparison with the consideration and terms offered for the Shares.
- 14.2 Bidco has obtained a report by Northington Partners concerning the fairness and reasonableness of the consideration and terms of the Offer in relation to the different classes of financial products. The Northington Partners report will be sent to all offerees with TGH's target company statement. The Offer should be read in conjunction with the Northington Partners report and with the report obtained by TGH on the merits of the Offer.

#### **15. CERTIFICATE**

- 15.1 To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the takeover notice is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by the offeror under the Takeovers Code.

Debbie Cheng Chung  
being the person fulfilling the role of chief executive  
officer of Bounty Holdings New Zealand Limited

Debbie Cheng Chung  
being the person fulfilling the role of chief  
financial officer of Bounty Holdings New  
Zealand Limited

Jeffrey Gotua Dee  
being a director of Bounty Holdings New Zealand  
Limited

Kenneth Go Cheng  
being a director of Bounty Holdings New  
Zealand Limited

**BOUNTY HOLDINGS NEW ZEALAND LIMITED'S FULL TAKEOVER OFFER FOR ORDINARY SHARES IN TEGEL GROUP HOLDINGS LIMITED (REGULAR ACCEPTANCE)**

Shareholder/Seller ("you")

Mailing house will personalise with name & address and will ensure this fits the window of the envelope to act as address carrier. They will print all details & details on the right + barcode

Number of TGH Shares held as at [●] 2018: xxxxxxxxxxxxxxxxxxxxxx Consideration: \$ xxxxxxxxxxxxxxxxxxxxxx CSN / Holder number: xxxxxxxxxxxxxxxxxxxxxx  //BARCODE//
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**PLEASE REFER TO THE INSTRUCTIONS OVERLEAF FOR DIRECTIONS ON HOW TO COMPLETE THIS ACCEPTANCE FORM**

Insert in the box below the number of fully paid ordinary shares ("Shares") in Tegel Group Holdings Limited ("TGH") in respect of which you accept the full takeover offer by Bounty Holdings New Zealand Limited ("Bidco") dated [●] 2018 ("Offer").

Number of Shares you wish to sell

**NOTE**  
 1 You may accept the Offer in respect of all or any Shares held by you.  
 2 If you do not state the number of Shares in respect of which you wish to accept the Offer, you will be deemed to have accepted the Offer in respect of all of the Shares held by you and to have stated that number in the box above.

By signing this form you hereby:

- (a) irrevocably:
  - (i) accept the Offer for the number of Shares set out in the box above (or if note 2 above applies, for all of the Shares held by you) on and subject to the terms and conditions of the Offer;
  - (ii) agree to transfer all those Shares to Bidco, on and subject to the terms and conditions of the Offer;
- (b) without limitation to any other term of the Offer, authorise, represent and warrant as set out in paragraphs 5.13 and 5.14 (both inclusive) (to the extent applicable) of the Offer Document; and
- (c) irrevocably appoint Bidco as your attorney and agent on the terms set out in the following paragraph.

**POWER OF ATTORNEY**

From the date of beneficial ownership to your Shares passing to Bidco in accordance with the terms of the Offer, you irrevocably authorise and appoint Bidco (with power of substitution by Bidco in favour of such person(s) as Bidco may appoint to act on its behalf) as your attorney and agent to act for you and do all matters of any kind or nature whatsoever in respect of or pertaining to your Shares and all rights and benefits attaching to them as Bidco may think proper and expedient and which you could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable Shares. For the avoidance of doubt, this power of attorney applies only to those Shares that are taken up from you under the Offer.

**METHOD OF PAYMENT**

Payment will be made by either electronic transfer directly into your New Zealand account, or by New Zealand dollar cheque. Please select a method of payment by ticking the appropriate box below. All payments will be made in New Zealand dollars.

Tick one:  CHEQUE  ELECTRONIC TRANSFER

**Note:** If you do not select a method of payment, if your desired account is not a New Zealand dollar account with a New Zealand registered bank, or if the details that you provide are not sufficient to effect an electronic funds transfer to your desired account, Bidco may choose to pay you by New Zealand dollar cheque or by electronic funds transfer to any existing New Zealand dollar account that you have advised to TGH's share registrar (such as for dividend payments) which is known by Bidco. Neither Bidco nor Link Market Services Limited has any responsibility to verify any such details. Your bank may charge you fees in relation to receipt of an electronic transfer.

**Electronic Transfer Details:** Please complete the boxes below if you wish to be paid by electronic transfer.

If you have previously provided bank account details to TGH's share registrar and you want your payment made to that account, please tick the box below. By ticking the box below, you consent to TGH's share registrar or Bidco (as applicable) providing such bank account details to Link Market Services Limited.

PLEASE USE MY EXISTING ACCOUNT DETAILS

Otherwise, complete the details below.

Account Name: \_\_\_\_\_ Bank & Branch: \_\_\_\_\_

**New Zealand Bank Account Number:**

Bank	Branch	Account Number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Dated and signed the \_\_\_\_\_ day of \_\_\_\_\_ 2018 Contact Daytime phone number \_\_\_\_\_

Email Address \_\_\_\_\_  
 By providing your email address you give Link Market Services Limited permission to communicate to you by email where required.

**SIGNATURE(S) FOR AN INDIVIDUAL/ATTORNEY/TRUSTEE/COMPANY**

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Individual / Attorney / Trustee / Director      Individual / Trustee / Director / Authorised person      Individual / Trustee / Director / Authorised person

ONLY COMPLETE THE FOLLOWING SECTION IF THE ACCEPTANCE FORM IS SIGNED UNDER A POWER OF ATTORNEY

CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

I \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, certify:  
full name of power of attorney place and country of residence occupation

1. That by deed dated \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
date full name of donor (individual or corporate) place and country of residence / registered office  
appointed me his / her / its attorney. If the donee of the power is a body corporate, I confirm that I am authorised to give this certificate on its behalf and the  
capacity in which I give this certificate for the attorney is as \_\_\_\_\_.  
insert director / officer / other capacity

2. That I have not received notice of any event revoking the power of attorney.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
Signature & Name of Attorney

NOTES AND INSTRUCTIONS FOR COMPLETION OF THIS ACCEPTANCE FORM

1. To accept the Offer:

- (a) Insert the date of signing in the space provided. Please ensure that all details on this Acceptance Form are correct. Please alter this Acceptance Form if required.
- (b) Sign this Acceptance Form where marked "Signature(s)". Companies must sign in accordance with the Companies Act 1993 or other applicable law.
- (c) If the Shares are registered in the names of joint holders, all holders must sign this Acceptance Form.
- (d) **Power of Attorney:** If this Acceptance Form is signed under a power of attorney, the certificate of non-revocation printed on this Acceptance Form must be completed by the party holding the Power of Attorney and signing this Acceptance Form, unless the attorney is a body corporate, in which case the attorney must sign and attach a certificate of non-revocation of power of attorney in the form set out in the Property Law Act 2007. In either case, the relevant instrument appointing the attorney must be submitted for noting and return unless it has already been provided to Link Market Services Limited.
- (e) **On Completion:** Either mail, deliver, fax or email this Acceptance Form as provided for below so that it is received by Bidco on or before 5:00pm on the Closing Date, being [●] 2018 or, if the Offer is extended to a later date, such other later date.
  - (i) **POST:** Place the signed Acceptance Form in the enclosed reply paid envelope and send by post to the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
PO Box 91976  
Auckland 1142  
New Zealand
  - (ii) **DELIVER:** Deliver the signed Acceptance Form to Bidco, at the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
Level 11  
Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand  
**Note:** These offices are only open on weekdays during normal business hours.
  - (iii) **FAX:** Fax the signed Acceptance Form to Bounty Holdings New Zealand Limited c/- Link Market Services Limited, on +64 9 375 5990.
  - (iv) **EMAIL:** Email the signed Acceptance Form to Bounty Holdings New Zealand Limited at:  
applications@linkmarketservices.co.nz  
(Please type "Tegel Group Holdings Acceptance" in the email subject line for easy identification)

2. **Interpretation:** A reference to "you" is a reference to the registered shareholder(s) printed at the head of this form and, accordingly, references to you in the singular shall include the plural. Capitalised terms used but not defined in this form have the meanings given to them in the Offer Document.

**IF YOU ARE IN DOUBT ABOUT HOW TO COMPLETE THIS ACCEPTANCE FORM OR THE PROCEDURE FOR ACCEPTANCE, PLEASE TELEPHONE LINK MARKET SERVICES LIMITED ON +64 9 375 5998.**

**BOUNTY HOLDINGS NEW ZEALAND LIMITED'S FULL TAKEOVER OFFER FOR PERFORMANCE RIGHTS IN TEGEL GROUP HOLDINGS LIMITED**

Performance Right holder/Seller ("you")

Mailing house will personalise with name & address and will ensure this fits the window of the envelope to act as address carrier. They will print all details & details on the right + barcode

Number of Performance Rights held as at [●] 2018: XXXXXXXXXXXXXXXXXXXX Consideration: \$ XXXXXXXXXXXXXXXXXXXX CSN / Holder number: XXXXXXXXXXXXXXXXXXXX //BARCODE//
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**PLEASE REFER TO THE INSTRUCTIONS OVERLEAF FOR DIRECTIONS ON HOW TO COMPLETE THIS ACCEPTANCE FORM**

Insert in the box below the number of performance rights granted under the equity settled share based incentive plan for senior managers and eligible employees ("Performance Rights") in Tegel Group Holdings Limited ("TGH") in respect of which you accept the full takeover offer by Bounty Holdings New Zealand Limited ("Bidco") dated [●] 2018 ("Offer").

Number of Performance Rights you wish to sell:

**NOTE**  
 1 You may accept the Offer in respect of all or any Performance Rights held by you.  
 2 If you do not state the number of Performance Rights in respect of which you wish to accept the Offer, you will be deemed to have accepted the Offer in respect of all of the Performance Rights held by you and to have stated that number in the box above.

By signing this form you hereby:  
 (a) irrevocably:  
     (i) accept the Offer for the number of Performance Rights set out in the box above (or if note 2 above applies, for all of the Performance Rights held by you) on and subject to the terms and conditions of the Offer;  
     (ii) agree to transfer all those Performance Rights to Bidco, on and subject to the terms and conditions of the Offer;  
 (b) without limitation to any other term of the Offer, authorise, represent and warrant as set out in paragraphs 5.13 and 5.14 (both inclusive) (to the extent applicable) of the Offer Document; and  
 (c) irrevocably appoint Bidco as your attorney and agent on the terms set out in the following paragraph.

**POWER OF ATTORNEY**

From the date of beneficial ownership to your Performance Rights passing to Bidco in accordance with the terms of the Offer, you irrevocably authorise and appoint Bidco (with power of substitution by Bidco in favour of such person(s) as Bidco may appoint to act on its behalf) as your attorney and agent to act for you and do all matters of any kind or nature whatsoever in respect of or pertaining to your Performance Rights and all rights and benefits attaching to them as Bidco may think proper and expedient and which you could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable Performance Rights. For the avoidance of doubt, this power of attorney applies only to those Performance Rights that are taken up from you under the Offer.

**METHOD OF PAYMENT**

Payment will be made by either electronic transfer directly into your New Zealand account, or by New Zealand dollar cheque. Please select a method of payment by ticking the appropriate box below. All payments will be made in New Zealand dollars.

Tick one:  CHEQUE       ELECTRONIC TRANSFER

**Note:** If you do not select a method of payment, if your desired account is not a New Zealand dollar account with a New Zealand registered bank, or if the details that you provide are not sufficient to effect an electronic funds transfer to your desired account, Bidco may choose to pay you by New Zealand dollar cheque or by electronic funds transfer to any existing New Zealand dollar account that you have advised to TGH's share registrar (such as for dividend payments) which is known by Bidco. Neither Bidco nor Link Market Services Limited has any responsibility to verify any such details. Your bank may charge you fees in relation to receipt of an electronic transfer.

**Electronic Transfer Details:** Please complete the boxes below if you wish to be paid by electronic transfer.

If you have previously provided bank account details to TGH's share registrar and you want your payment made to that account, please tick the box below. By ticking the box below, you consent to TGH's share registrar or Bidco (as applicable) providing such bank account details to Link Market Services Limited.

PLEASE USE MY EXISTING ACCOUNT DETAILS

Otherwise, complete the details below.

Account Name: \_\_\_\_\_ Bank & Branch: \_\_\_\_\_

**New Zealand Bank Account Number:**

Bank	Branch	Account Number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Dated and signed the \_\_\_\_\_ day of \_\_\_\_\_ 2018. Contact Daytime phone number \_\_\_\_\_

Email Address \_\_\_\_\_  
 By providing your email address you give Link Market Services Limited permission to communicate to you by email where required.

**SIGNATURE(S) FOR AN INDIVIDUAL/ATTORNEY/TRUSTEE/COMPANY**

<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
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Individual / Attorney / Trustee / Director      Individual / Trustee / Director / Authorised person      Individual / Trustee / Director / Authorised person

ONLY COMPLETE THE FOLLOWING SECTION IF THE ACCEPTANCE FORM IS SIGNED UNDER A POWER OF ATTORNEY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, certify:  
full name of power of attorney place and country of residence occupation

1. That by deed dated \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
date full name of donor (individual or corporate) place and country of residence / registered office

appointed me his / her / its attorney. If the donee of the power is a body corporate, I confirm that I am authorised to give this certificate on its behalf and the capacity in which I give this certificate for the attorney is as \_\_\_\_\_.  
insert director / officer / other capacity

2. That I have not received notice of any event revoking the power of attorney.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
Signature & Name of Attorney

NOTES AND INSTRUCTIONS FOR COMPLETION OF THIS ACCEPTANCE FORM

1. To accept the Offer:

- (a) Insert the date of signing in the space provided. Please ensure that all details on this Acceptance Form are correct. Please alter this Acceptance Form if required.
- (b) Sign this Acceptance Form where marked "Signature(s)". Companies must sign in accordance with the Companies Act 1993 or other applicable law.
- (c) If the Performance Rights are registered in the names of joint holders, all holders must sign this Acceptance Form.
- (d) **Power of Attorney:** If this Acceptance Form is signed under a power of attorney, the certificate of non-revocation printed on this Acceptance Form must be completed by the party holding the Power of Attorney and signing this Acceptance Form, unless the attorney is a body corporate, in which case the attorney must sign and attach a certificate of non-revocation of power of attorney in the form set out in the Property Law Act 2007. In either case, the relevant instrument appointing the attorney must be submitted for noting and return unless it has already been provided to Link Market Services Limited.
- (e) **On Completion:** Either mail, deliver, fax or email this Acceptance Form as provided for below so that it is received by Bidco on or before 5:00pm on the Closing Date, being [●] 2018 or, if the Offer is extended to a later date, such other later date.
  - (i) **POST:** Place the signed Acceptance Form in the enclosed reply paid envelope and send by post to the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
PO Box 91976  
Auckland 1142  
New Zealand
  - (ii) **DELIVER:** Deliver the signed Acceptance Form to Bidco, at the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
Level 11  
Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand  
**Note:** These offices are only open on weekdays during normal business hours.
  - (iii) **FAX:** Fax the signed Acceptance Form to Bounty Holdings New Zealand Limited c/- Link Market Services Limited, on +64 9 375 5990.
  - (iv) **EMAIL:** Email the signed Acceptance Form to Bounty Holdings New Zealand Limited at:  
applications@linkmarketservices.co.nz  
(Please type "Tegel Group Holdings Acceptance" in the email subject line for easy identification)

2. **Interpretation:** A reference to "you" is a reference to the Performance Right holder(s) printed at the head of this form and, accordingly, references to you in the singular shall include the plural. Capitalised terms used but not defined in this form have the meanings given to them in the Offer Document.

**IF YOU ARE IN DOUBT ABOUT HOW TO COMPLETE THIS ACCEPTANCE FORM OR THE PROCEDURE FOR ACCEPTANCE, PLEASE TELEPHONE LINK MARKET SERVICES LIMITED ON +64 9 375 5998.**

**BOUNTY HOLDINGS NEW ZEALAND LIMITED'S FULL TAKEOVER OFFER FOR ORDINARY SHARES IN TEGEL GROUP HOLDINGS LIMITED (CHESS SUBREGISTER)**

Shareholder/Seller ("you")

Mailing house will personalise with name & address and will ensure this fits the window of the envelope to act as address carrier. They will print all details & details on the right + barcode

Number of TGH Shares held as at [●] 2018: xxxxxxxxxxxxxxxxxxxxxxxx Consideration: \$ xxxxxxxxxxxxxxxxxxxxxxxx (HIN) Holder Identification Number: xxxxxxxxxxxxxxxxxxxxxxxx  //BARCODE//
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**CONTROLLING PARTICIPANT'S NAME: [●]**

**PLEASE REFER TO THE INSTRUCTIONS OVERLEAF FOR DIRECTIONS ON HOW TO COMPLETE THIS ACCEPTANCE FORM**

Insert in the box below the number of fully paid ordinary shares ("Shares") in Tegel Group Holdings Limited ("TGH") in respect of which you accept the full takeover offer by Bounty Holdings New Zealand Limited ("Bidco") dated [●] 2018 ("Offer").

Number of Shares you wish to sell

**NOTE**  
 1 You may accept the Offer in respect of all or any Shares held by you.  
 2 If you do not state the number of Shares in respect of which you wish to accept the Offer, you will be deemed to have accepted the Offer in respect of all of the Shares held by you and to have stated that number in the box above.

To accept the Offer, you can either:

- (a) **GIVE THE FORM TO YOUR BROKER:** Instruct your Controlling Participant (normally your share broker) directly by delivering the Acceptance Form to your Controlling Participant in sufficient time for the Offer to be accepted prior to 5:00pm on the Closing Date (being [●] 2018 or, if the Offer is extended to a later date, such other later date); or
- (b) **RETURN THE FORM TO BIDCO:** Return the Acceptance Form to Bidco using one of the methods described in paragraphs 1(f)(i) to (iv) (overleaf) so that it is received in sufficient time to allow your instruction to be acted upon by 5:00pm on the Closing Date.

By signing this form you hereby:

- (a) irrevocably:
  - (i) accept the Offer for the number of Shares set out in the box above (or if note 2 above applies, for all of the Shares held by you) on and subject to the terms and conditions of the Offer;
  - (ii) agree to transfer all those Shares to Bidco, on and subject to the terms and conditions of the Offer;
- (b) without limitation to any other term of the Offer, authorise, represent and warrant as set out in paragraphs 5.13 and 5.14 (both inclusive) (to the extent applicable) of the Offer Document; and
- (c) irrevocably appoint Bidco as your attorney and agent on the terms set out in the following paragraph.

**POWER OF ATTORNEY**

From the date of beneficial ownership to your Shares passing to Bidco in accordance with the terms of the Offer, you irrevocably authorise and appoint Bidco (with power of substitution by Bidco in favour of such person(s) as Bidco may appoint to act on its behalf) as your attorney and agent to act for you and do all matters of any kind or nature whatsoever in respect of or pertaining to your Shares and all rights and benefits attaching to them as Bidco may think proper and expedient and which you could lawfully do or cause to be done if personally acting as a legal or beneficial owner of the applicable Shares. For the avoidance of doubt, this power of attorney applies only to those Shares that are taken up from you under the Offer.

**METHOD OF PAYMENT**

Payment will be made by either electronic transfer directly into your New Zealand account, or by New Zealand dollar cheque. Please select a method of payment by ticking the appropriate box below. All payments will be made in New Zealand dollars.

Tick one:  CHEQUE  ELECTRONIC TRANSFER

**Note:** If you do not select a method of payment, if your desired account is not a New Zealand dollar account with a New Zealand registered bank, or if the details that you provide are not sufficient to effect an electronic funds transfer to your desired account, Bidco may choose to pay you by New Zealand dollar cheque or by electronic funds transfer to any existing New Zealand dollar account that you have advised to TGH's share registrar (such as for dividend payments) which is known by Bidco. Neither Bidco nor Link Market Services Limited has any responsibility to verify any such details. Your bank may charge you fees in relation to receipt of an electronic transfer.

**Electronic Transfer Details:** Please complete the boxes below if you wish to be paid by electronic transfer.

If you have previously provided bank account details to TGH's share registrar and you want your payment made to that account, please tick the box below. By ticking the box below, you consent to TGH's share registrar or Bidco (as applicable) providing such bank account details to Link Market Services Limited.

**PLEASE USE MY EXISTING ACCOUNT DETAILS**

Otherwise, complete the details at the top of the following page.

Dated and signed the \_\_\_\_\_ day of \_\_\_\_\_ 2018 Contact Daytime phone number \_\_\_\_\_

Email Address \_\_\_\_\_  
 By providing your email address you give Link Market Services Limited permission to communicate to you by email where required.

**SIGNATURE(S) FOR AN INDIVIDUAL/ATTORNEY/TRUSTEE/COMPANY**

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**Individual / Attorney / Trustee / Director                      Individual / Trustee / Director / Authorised person                      Individual / Trustee / Director / Authorised person**

Account Name: \_\_\_\_\_

Bank & Branch: \_\_\_\_\_

**New Zealand Bank Account Number:**

Bank	Branch	Account Number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	0 <input type="text"/>

ONLY COMPLETE THE FOLLOWING SECTION IF THE ACCEPTANCE FORM IS SIGNED UNDER A POWER OF ATTORNEY

**CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY**

I \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, certify:  
full name of power of attorney place and country of residence occupation

1. That by deed dated \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
date full name of donor (individual or corporate) place and country of residence / registered office  
appointed me his / her / its attorney. If the donee of the power is a body corporate, I confirm that I am authorised to give this certificate on its behalf and the capacity in which I give this certificate for the attorney is as \_\_\_\_\_.  
insert director / officer / other capacity

2. That I have not received notice of any event revoking the power of attorney.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
Signature & Name of Attorney

**NOTES AND INSTRUCTIONS FOR COMPLETION OF THIS ACCEPTANCE FORM**

1. **To accept the Offer:**

- (a) Insert the date of signing in the space provided. Please ensure that all details on this Acceptance Form are correct. Please alter this Acceptance Form if required.
- (b) Sign this Acceptance Form where marked "Signature(s)". Companies must sign in accordance with the Companies Act 1993 or other applicable law.
- (c) If the Shares are registered in the names of joint holders, all holders must sign this Acceptance Form.
- (d) Deliver the completed Acceptance Form to either your Controlling Participant (normally your share broker) or Bidco in accordance with the instructions overleaf.
- (e) **Power of Attorney:** If this Acceptance Form is signed under a power of attorney, the certificate of non-revocation printed on this Acceptance Form must be completed by the party holding the Power of Attorney and signing this Acceptance Form, unless the attorney is a body corporate, in which case the attorney must sign and attach a certificate of non-revocation of power of attorney in the form set out in the Property Law Act 2007. In either case, the relevant instrument appointing the attorney must be submitted for noting and return unless it has already been provided to Link Market Services Limited.
- (f) **On Completion:** Either mail, deliver, fax or email this Acceptance Form as provided for below so that it is received by Bidco in sufficient time to allow your instruction to be acted upon by 5:00pm on the Closing Date.
  - (i) **POST:** Place the signed Acceptance Form in the enclosed reply paid envelope and send by post to the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
PO Box 91976  
Auckland 1142  
New Zealand
  - (ii) **DELIVER:** Deliver the signed Acceptance Form to Bidco, at the following address:  
Bounty Holdings New Zealand Limited  
C/- Link Market Services Limited  
Level 11  
Deloitte Centre  
80 Queen Street  
Auckland  
New Zealand  
**Note:** These offices are only open on weekdays during normal business hours.
  - (iii) **FAX:** Fax the signed Acceptance Form to Bounty Holdings New Zealand Limited c/- Link Market Services Limited, on +64 9 375 5990.
  - (iv) **EMAIL:** Email the signed Acceptance Form to Bounty Holdings New Zealand Limited at:  
applications@linkmarketservices.co.nz  
(Please type "Tegel Group Holdings Acceptance" in the email subject line for easy identification)

2. **Interpretation:** A reference to "you" is a reference to the registered shareholder(s) printed at the head of this form and, accordingly, references to you in the singular shall include the plural. Capitalised terms used but not defined in this form have the meanings given to them in the Offer Document.

**IF YOU ARE IN DOUBT ABOUT HOW TO COMPLETE THIS ACCEPTANCE FORM OR THE PROCEDURE FOR ACCEPTANCE, PLEASE TELEPHONE LINK MARKET SERVICES LIMITED ON +64 9 375 5998.**



[BFG relevant group entity letterhead]

[insert offer date] 2018

Offerees of the takeover offer made by Bounty Holdings New Zealand Limited for Tegel Group Holdings Limited ("**Offerees**")

### **Letter of comfort**

Reference is made to the takeover offer by Bounty Holdings New Zealand Limited (the "**Offeror**") to acquire all of the fully paid ordinary shares and all of the performance rights granted under the equity settled share based incentive plan for senior managers and eligible employees in Tegel Group Holdings Limited dated on or about the date of this letter ("**Takeover Offer**"). All capitalised terms used but not defined in this letter ("**Letter**") shall have the meanings ascribed to them in the Takeover Offer.

Each of Bounty Fresh Food, Inc., Bounty Farms, Inc., Bounty Agro Ventures, Inc., Hypig Genetics, Inc. and Inoza Foods, Inc. (each being a Philippines corporation and each a "**Guarantor**") hereby jointly and severally and unconditionally, irrevocably and absolutely guarantees to the Offerees the complete and punctual performance by the Offeror of all its undertakings and payment obligations under the Takeover Offer. In connection with this guarantee, each Guarantor expressly waives the benefit of excussion under Article 2058 of the New Civil Code of the Philippines.

This Letter is intended to create a binding legal obligation on each Guarantor for the benefit of the Offerees and shall be governed by, and construed in accordance with, the laws of the Philippines.

[Execution provision for each Guarantor]