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**Our reference**

RZU/RZU/393454/1  
AUM/1216604085.2

28 November 2017

Dear Sir/Madam

**TAKEOVER BID BY PT SURYA LANGGENG UTAMA FOR INDO MINES LIMITED**

We act for PT Surya Langgeng Utama (**Bidder**), a directly wholly owned subsidiary of PT Rajawali Corpora (**Rajawali**).

In accordance with section 633(1C)(c) of the *Corporations Act 2001* (Cth) (**Corporations Act**) (inserted by ASIC Class Order 13/521), we **enclose** a copy of the bidder's statement of the Bidder (including an offer in relation to its takeover bid to acquire all of the ordinary shares in Indo Mines Limited ACN 009 245 210 (**IDO**) which are not already owned by Rajawali through its associates (**Offer**)) that the Bidder has today commenced sending to IDO shareholders, as required by item 6 of section 633(1) of the Corporations Act.

Yours faithfully

**JAMES PHILIPS**  
Partner  
DLA PIPER AUSTRALIA

Direct +61 2 9286 8178

[James.Philips@dlapiper.com](mailto:James.Philips@dlapiper.com)

Enc.

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A list of offices and regulatory information can be found at [www.dlapiper.com](http://www.dlapiper.com)

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

You should read this document in its entirety. It contains an offer by the Bidder to purchase all of your shares in Indo Mines Limited. If you are in any doubt as to how to deal with it, you should consult your legal, financial or other professional adviser as soon as possible. If you have any questions about the Offer or this document or about how to accept the Offer, please call 1300 145 325 (callers in Australia) or +61 3 9415 4110 (callers outside Australia).



# **BIDDER'S STATEMENT**

## **CASH OFFER**

**by**

**PT Surya Langgeng Utama**

**(a directly wholly owned subsidiary of**

**PT Rajawali Corpora)**

**to purchase ALL OF YOUR SHARES in**

**Indo Mines Limited ACN 009 245 210**

**for**

**\$0.02 cash per share**

### **FURTHER INFORMATION**

Please call 1300 145 325 (callers in Australia) or +61 3 9415 4110 (callers outside Australia) between 8.30am and 5.00pm Monday to Friday (AEDT) if you require assistance with accepting the Offer.

## Important Information and Notices

### Bidder's Statement

This document is a Bidder's Statement given by PT Surya Langgeng Utama (**Bidder**) to Indo Mines Limited ACN 009 245 210 (**IDO**) under Part 6.5 of the Corporations Act and sets out certain disclosures required by the Corporations Act.

This Bidder's Statement is dated 14 November 2017.

The Offer relates to all IDO Shares that exist or will exist at any time during the Offer Period excluding IDO Shares held by the Bidder and its Associates.

### ASIC and ASX

A copy of this Bidder's Statement was lodged with ASIC and ASX on 14 November 2017. None of ASIC, ASX nor any of their respective officers takes any responsibility for the content of this Bidder's Statement.

### Investment decisions

You should read all of this Bidder's Statement before deciding whether to accept the Offer. The information provided in this Bidder's Statement is not investment advice and does not take into account your individual investment objectives, financial situation or particular needs. You should therefore seek your own independent financial and taxation advice before making a decision as to whether or not to accept the Offer.

### Forward looking statements

This Bidder's Statement contains certain forward looking statements, statements of current intention (which include those in Section 6 of this Bidder's Statement), statements of opinion and predictions as to possible future events.

You should be aware that such statements are not statements of fact and there can be no certainty of outcome in relation to the matters to which the statements relate. Forward looking statements are subject to many inherent risks and uncertainties before actual outcomes are achieved. Those risks and uncertainties are not all within the control of the Bidder and cannot be predicted by the Bidder. These include changes in circumstances or events that may cause objectives to change as well as risks, circumstances and events specific to the industry, countries and markets in which the Bidder and IDO and their respective associated companies operate. They also include general economic conditions, acts of terrorism, prevailing exchange rates and interest rates and conditions in the financial markets that may cause objectives to change or may cause outcomes not to be realised. Although the Bidder believes that the expectations reflected in any forward looking statements included in this Bidder's Statement are reasonable, no assurance can be given that such expectations will prove to have been correct. Actual outcomes may differ materially from the events or results expressed or implied in any forward looking statement and any statement in the nature of a forward looking statement in this Bidder's Statement.

None of the Bidder, or its respective officers, or persons named in this Bidder's Statement with their consent or any person involved in the preparation of this Bidder's Statement makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, or any outcomes expressed or implied in any forward looking statement. You are cautioned not to place undue reliance on any forward looking statement having regard to the fact that the outcome may not be achieved. The forward looking statements in this Bidder's Statement reflect views held only as at the date of this Bidder's Statement.

### Offers outside Australia

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

### Information on IDO

All information in this Bidder's Statement relating to IDO has been prepared by the Bidder using publicly available sources, including public documents filed by IDO or published by IDO on its website. None of the information in this Bidder's Statement relating to IDO has been verified by IDO or independently verified by the Bidder for the purposes of this Bidder's Statement. Accordingly, subject to the Corporations Act, the Bidder does not make any representation or warranty, express or implied, as to the accuracy or completeness of this information. The information on IDO in this Bidder's Statement should not be considered comprehensive. In addition, the Corporations Act requires the directors of IDO to provide a Target's Statement to IDO Shareholders in response to this Bidder's Statement, setting out certain material information concerning IDO.

### Privacy Statement

The Bidder has collected your information from the register of IDO Shareholders for the purposes of making the Offer and, if accepted, administering your holding of IDO Shares. The Corporations Act requires the names and addresses of IDO Shareholders to be held in a public register. Your information may be disclosed on a confidential basis to the Bidder's related bodies corporate and external service providers, and may be required to be disclosed to regulators, such as ASIC. The registered office of the Bidder is 27<sup>th</sup> Floor Menara Rajawali, Jl DR Ide Anak Agung Gde Agung Lot #5.1, Kawasan Mega Kuningan, Jakarta 12950. You can contact the Bidder for details of the information held by it about you.

### Rounding

A number of figures, amounts, percentages, prices, estimates and calculations of value in this Bidder's Statements are subject to the effects of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Bidder's Statement.

### Defined Terms

Unless otherwise noted, capitalised terms used in this Bidder's Statement are defined in the Glossary in Section 11. Section 11 also sets out certain rules of interpretation which apply to this Bidder's Statement.

### Time

All references to time in this Bidder's Statement are to Australian Eastern Daylight Time.

### Enquiries

If you are in doubt about how to deal with this document, you should consult your broker or your legal, financial or other professional adviser.

Should you have any questions about the Offer or how to accept it, please call the shareholder information line between 8.30am and 5.00pm Monday to Friday (AEDT) on 1300 145 325 (callers in Australia) or +613 9415 4110 (callers outside Australia).

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### Important Dates

Announcement of the Offer	10 November 2017
Bidder's Statement lodged with ASIC, ASX and served on IDO	14 November 2017
Offer opens	28 November 2017
Offer closes (unless extended or withdrawn as permitted by the Corporations Act )	7:00pm (AEDT) on 28 December 2017

### How to accept

You may only accept the Offer in respect of all your IDO Shares. To accept the Offer, you should proceed as set out below. Full details on how to accept the Offer are set out in Section 3.3.

<b>Step 1 Read</b>	Carefully read the entire Bidder's Statement. You should also read the Target's Statement prepared by IDO.
<b>Step 2 Consult</b>	Consult your financial, legal, taxation or other professional adviser if you are in any doubt as to what action to take or how to accept the Offer.
<b>Step 3 Complete or instruct</b>	<p><b>CHESS Holdings</b></p> <p>If your IDO Shares are in a CHESS Holding (Holder Identification Number is prefixed with 'X'), to accept you must either:</p> <ul style="list-style-type: none"><li>• instruct your Controlling Participant (usually your Broker) to accept the Offer on your behalf, so as to be effective before the end of the Offer Period. However, if you are the Controlling Participant in respect of your IDO Shares, to accept the Offer you must initiate acceptance of the Offer before the end of the Offer Period; or</li><li>• complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all other documents required by those instructions on it, so that they are received at the address given on the Acceptance Form in sufficient time for your Controlling Participant to act on your instruction before the end of the Offer Period.</li></ul> <p><b>Issuer Sponsored Holding</b></p> <p>If your IDO Shares are held in an Issuer Sponsored Holding (Securityholder Reference Number is prefixed with 'I') or if at the time of your acceptance you are entitled to be (but are not yet) registered as the holder of your IDO Shares, to accept the Offer in respect of those IDO Shares, you must complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all documents required by the instructions on it, so that they are received at the address given on the Acceptance Form before the end of the Offer Period.</p>

<b>Step 3 continued Complete or instruct</b>	<p><b>Participants</b></p> <p>If you are a Participant (typically, a Broker), the above does not apply. To accept the Offer you must initiate acceptance in accordance with the ASX Settlement Operating Rules.</p> <p><b>Institutional Acceptance Facility</b></p> <p>If you are unable to accept the Offer, for example by reason of your investment mandates, until the Offer becomes or is declared unconditional, you may be able to indicate your intention to accept the Offer if the Bidder decides to establish an institutional acceptance facility (<b>Facility</b>). The Bidder will inform IDO Shareholders if it decides to establish the Facility.</p>
<b>Step 4 Post</b>	<p>Post your completed Acceptance Form in the enclosed pre-addressed envelope to:</p> <p>Computershare Investor Services Pty Limited GPO Box 52 Melbourne VIC 3001</p>

**To be effective, Acceptance Forms must be received in sufficient time for your instruction to be processed by 7:00pm (AEDT) on 28 December 2017, unless the Offer is extended or withdrawn as permitted by the Corporations Act.**

**Australia Post standard delivery may take up to six Business Days, or longer from regional areas. IDO Shareholders should bear this in mind when returning Acceptance Forms using Australia Post.**

## Letter from Managing Directors of Rajawali

14 November 2017

Dear IDO Shareholder

I am pleased to present you with this offer (**Offer**) from PT Surya Langgeng Utama (**Bidder**), a directly wholly owned subsidiary of PT Rajawali Corpora, known as Rajawali Group (**Rajawali**), to acquire all of your shares in Indo Mines Limited ACN 009 245 210 (**IDO**) for \$0.02 cash per IDO Share (the **Offer Price**).

Rajawali, through its Associates Rajawali Group International Ltd., Yogya Metals and Mining Ltd, and Java Metals and Mining Ltd, owns approximately 57.12% of the issued ordinary share capital of IDO. With a supportive view of IDO's strategy and management, Rajawali wishes to acquire all of the issued fully paid ordinary shares of IDO that Rajawali and its Associate do not already own.

This Bidder's Statement contains the Offer by the Bidder to acquire each of your IDO Shares for \$0.02 in cash and will remain open until 28 December 2017 unless extended or withdrawn.

Rajawali is a leading investment holding company based in Jakarta, Indonesia. The corporation was established in 1984 and has developed into a regional player with proven track records and significant milestones. Driven by a philosophy that seeks to add value to stakeholders, Rajawali has successfully engaged in several major business ventures and business portfolios, ranging from agriculture, infrastructure, information, communication & technology, consumer good, media broadcast, mining & resources, property & hotels, retail, and transportation services. Further information regarding Rajawali is set out in Section 4 of this Bidder's Statement.

The Bidder is supportive of the strategy executed by management and the IDO Board to date and, going forward, the Bidder and Rajawali intend to continue to be supportive shareholders of IDO.

Toward this end, the Bidder believes that Rajawali's operating experience, broad relationships and access to capital would be assets in helping IDO chart and execute against the best path forward.

In relation to the Offer, we believe that the reasons for accepting it include:

- the offer price for your IDO Shares will be paid to you in cash, enabling you to realise certain and immediate value for your IDO Shares through 100% cash consideration (subject to the Offer conditions being satisfied or waived);
- given the current lack of liquidity in IDO Shares, the Offer provides a rare opportunity and potential liquidity event for IDO shareholders who wish to exit their investment;
- the Offer is the only offer currently available to IDO Shareholders, and given the relevant interests of Rajawali and its associates in IDO, there are limited prospects of any competing proposal emerging and trading may be even less liquid following the Offer, if the Bidder increases its shareholding in IDO through the Offer;
- the Offer removes any risks and uncertainties that could otherwise affect the future value of your IDO Shares; and
- the Bidder intends to compulsorily acquire your IDO Shares if entitled to do so.

The Offer is being made by way of an off-market offer by the Bidder. Particulars of the Offer were set out in an announcement by the Bidder to ASX on 10 November 2017. A copy of the Announcement is set out at Appendix A to this Bidder's Statement.

The Offer is scheduled to close at the close of trading on 28 December 2017, unless it is extended or withdrawn in accordance with the Corporations Act.

To accept the Offer with respect to your IDO Shares, please follow the instructions set out in Section 3.3 of the Bidder's Statement.

The Bidder's Statement contains important information which you should read in full. If you have any questions about the Offer, please contact your legal, financial or other professional adviser or call the shareholder information line on 1300 145 325 (callers in Australia) or +61 3 9415 4110 (callers outside Australia) Monday to Friday between 8.30am and 5.00pm (AEDT).

Yours faithfully



**Alam Ali Abbas**  
Managing Director – Investment



**Abed Nego**  
Chief Financial Officer

For and on behalf of PT Rajawali Corpora



## Features of the Offer

This summary provides an overview of the Offer and is qualified by the detailed information contained in this Bidder's Statement. You should read this Bidder's Statement in full before deciding whether or not to accept the Offer.

<b>The Bidder</b>	<p>The Bidder is PT Surya Langgeng Utama, a directly wholly owned subsidiary of PT Rajawali Corpora, which is known as Rajawali Group.</p> <p>For further details about the Bidder, please refer to Section 4 of this Bidder's Statement.</p>
<b>Offer</b>	<p>\$0.02 in cash per IDO Share for all of your IDO Shares.</p>
<b>Closing Date</b>	<p>The Offer closes at the end of trading on 28 December 2017, unless it is extended or withdrawn in accordance with the Corporations Act.</p>
<b>Payment terms</b>	<p>If you accept the Offer in accordance with the instructions contained in the Offer and the Acceptance Form and the Offer becomes or is declared unconditional, you will be sent payment by the earlier of:</p> <ul style="list-style-type: none"><li>• one month after the date of your acceptance or, if at the time of your acceptance the Offer is subject to a Condition, one month after the Offer becomes, or is declared, unconditional; and</li><li>• 21 days after the end of the Offer Period.</li></ul> <p>Full details of when you will be paid are set out in Section 3.9.</p>
<b>Conditions</b>	<p>The Offer is subject to the Conditions set out in Section 3.7. These are summarised as follows:</p> <ul style="list-style-type: none"><li>• a 90% minimum acceptance condition;</li><li>• no prescribed occurrences occurring in relation to IDO;</li><li>• no actions affecting the business of IDO being undertaken by, or occurring in relation to, IDO; and</li><li>• no litigation being threatened or commencing against IDO.</li></ul> <p>The status of these Conditions as at the date of this Bidder's Statement is set out in Section 10.2.</p>

## 1 REASONS TO ACCEPT THE OFFER

There are a number of reasons why you should accept the Offer. These include:

<b>1. Accepting the Offer enables you to realise certain and immediate value for all of your IDO Shares through 100% cash consideration</b>	<p>The Offer is to acquire all of your IDO Shares for 100% cash consideration. Consequently, if you accept the Offer you will receive \$0.02 in cash for each IDO Share.</p> <p>Being an 'all cash' offer, the Offer provides you with an opportunity to realise certain value for your entire IDO shareholding, with no exposure to the potential risks associated with a continuing investment in IDO.</p> <p>IDO Shareholders who accept the Offer will be paid by the earlier of one month after the Offer becomes or is declared unconditional and within 21 days after the end of the Offer Period.</p> <p>The Offer is subject to limited conditions, being a 90% minimum acceptance condition, no prescribed occurrences occurring in relation to IDO, no actions affecting the business of IDO being undertaken by, or occurring in relation to, IDO and no litigation being threatened or commencing against IDO. The Offer is not subject to a financing condition or any regulatory approval conditions. The conditions to the Offer are set out in full in Section 3.7. The status of these conditions as at the date of this Bidder's Statement is set out in Section 10.2.</p>
<b>2. Access to full liquidity</b>	<p>IDO Shares currently trade at low volumes on ASX. The average daily trading volume for IDO Shares in the last three months prior to 27 October 2017, being the last day on which IDO Shares were traded on ASX before the Announcement Date was 130,080 shares. As a result, in the absence of the Offer there is no guarantee that IDO Shareholders would be able to liquidate all of their shareholding in IDO in a single transaction. The Offer provides you with an opportunity to dispose of all of your IDO Shares in a single transaction for certain cash value.</p>
<b>3. You will be paid certain value for your IDO Shares and your exposure to the risks (including insolvency risks) and uncertainties associated with a continued investment in IDO will be removed</b>	<p>The choice for IDO Shareholders is between an all cash offer of certain value, selling your IDO Shares on-market at the prevailing market price<sup>1</sup> or an alternative uncertain future value of IDO Shares.</p> <p>The Offer gives you certainty about the value of consideration being offered (subject to the Conditions being satisfied or waived) and removes your exposure to any risk associated with continuing to hold IDO Shares.</p>

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<sup>1</sup> The closing price of IDO Shares on ASX on 13 November 2017, being the last Trading Day prior to the date of this Bidder's Statement, was \$0.020.

	<p>The certainty of this receipt of cash should be compared with the uncertainties of, and risks associated with, remaining an IDO Shareholder. You can choose, in effect, between an all-cash offer of certain value which is available now and future uncertain value by retaining your IDO Shares.</p>
<p><b>4. Loss of control to the other shareholders</b></p>	<p>As the Bidder and its Associates already have Voting Power in approximately 57.12% of IDO's issued share capital as at the date of this Bidder's Statement, the Bidder (and its Associates) already have effective control of IDO through the ability to pass ordinary resolutions without the need for additional IDO Shareholder support.</p> <p>If the Bidder group acquires greater control of IDO, the Bidder (and its Associates) may be able to pass special resolutions without the need for additional IDO Shareholder support. The Bidder's intentions in these circumstances are set out in Section 6 of this Bidder's Statement.</p> <p>The presence of a controlling shareholder gives rise to a risk that IDO is considered a less attractive investment. For example, the market may perceive that control transactions are less likely, and if the Bidder was successful in applying to ASX to delist IDO, this may have a material effect on the value of IDO Shares.</p> <p>Therefore, by not accepting the Offer, there is a risk that IDO Shareholders may become minority shareholders in an unlisted public company.</p> <p>If the Bidder decides not to seek a delisting of IDO or if a delisting application to ASX is unsuccessful there is a risk that trading in IDO Shares will be even less liquid than it has been historically.</p>
<p><b>5. Limited risks of Offer completion</b></p>	<p>The Bidder will fund the Offer through existing cash at hand (and capital provided under capital commitments from the members of the Bidder group to the extent necessary) so that you can be confident there will be sufficient funds to complete the Offer.</p>
<p><b>6. The Offer is the only takeover offer presently available for your IDO Shares</b></p>	<p>As at the date of this Bidder's Statement, the Bidder is not aware of any other party that has made an approach to IDO.</p> <p>In addition, the Bidder and its Associates hold Voting Power in 307,317,294 IDO Shares, which represents approximately 57.12% of IDO's current issued share capital, and is represented on the IDO Board by Hendra Surya (the Chief Executive Officer of the Mining and Resources portfolio of Rajawali).</p> <p>Given the Bidder's and its Associates' degree of control in relation to IDO and that they have no intention of reducing their interest in IDO, it will not be possible for another party to proceed to</p>

	compulsory acquisition and as such, there is a low likelihood of a bidder seeking to make a counter offer.
<b>7. The Bidder intends to compulsorily acquire your IDO Shares if entitled to do so</b>	If the Bidder becomes entitled to compulsorily acquire your IDO Shares following the Offer, it intends to exercise those rights. While you will still receive the Offer Price of \$0.02 if your IDO Shares are compulsorily acquired, payment will occur later than payments made to IDO Shareholders who accept the Offer.
<b>8. No brokerage by accepting the Offer</b>	By accepting the Offer, you will not pay any brokerage. You may incur brokerage costs if you choose to sell your IDO Shares on-market or instruct your Broker to accept the Offer on your behalf.

You should read the entire Bidder's Statement and IDO's Target's Statement before deciding whether to accept the Offer.

## 2 FREQUENTLY ASKED QUESTIONS ABOUT THE OFFER

The table below answers some key questions that you may have about the Offer. These answers are qualified by, and should be read in conjunction with, the detailed information contained in this Bidder's Statement. You should read the Bidder's Statement in full before deciding whether or not to accept the Offer.

If you have further questions please call the shareholder information line on 1300 145 325 (callers in Australia) or +61 3 9415 4110 (callers outside Australia) Monday to Friday between 8.30am and 5.00pm (AEDT).

Question	Answer
1. What is the Offer?	The Bidder is offering to buy all of your IDO Shares by way of an off-market takeover bid for \$0.02 cash for each IDO Share that you own.
2. Who is making the Offer?	<p>The Bidder under the Offer is PT Surya Langgeng Utama, a directly wholly owned subsidiary of Rajawali. This Bidder is offering to acquire all of your IDO Shares. Rajawali is a leading investment holding company based in Jakarta, Indonesia with agriculture, infrastructure, information, communication &amp; technology, media broadcast, mining &amp; resources, property &amp; hotels, and transportation services.</p> <p>Further information on the Bidder and Rajawali is set out in Section 4 of this Bidder's Statement.</p>
3. Why have I received this document?	This document is a Bidder's Statement. It has been prepared by the Bidder and has been sent to you because you are recorded as a shareholder of IDO. It sets out the terms of the offer by the Bidder to purchase your IDO Shares and information that is relevant to your decision as to whether to accept or reject the Offer. You may wish to consult your legal, financial or other professional adviser concerning the content and implications of this Bidder's Statement.
4. When does the Offer open and close?	The Offer is scheduled to open on 28 November 2017 and close at 7:00pm (AEDT) on 28 December 2017 unless the Offer is withdrawn or the Offer Period is extended as permitted by the Corporations Act.
5. What are the Conditions of the Offer?	<p>The Offer is subject to the Conditions which are set out in full in Section 3.7. In summary, those Conditions are:</p> <ul style="list-style-type: none"> <li>• a 90% minimum acceptance condition;</li> <li>• no prescribed occurrences occurring in relation to IDO;</li> <li>• no actions affecting the business of IDO being undertaken</li> </ul>

Question	Answer
	<p>by, or occurring in relation to, IDO; and</p> <ul style="list-style-type: none"> <li>no litigation being threatened or commencing against IDO.</li> </ul> <p>The status of each of the Conditions as at the date of this Bidder's Statement is discussed in Section 10.2.</p> <p>If the Conditions are not satisfied or waived, then the Offer will not proceed.</p>
<b>6. How do I accept the Offer?</b>	To accept the Offer you must follow the instructions set out in Section 3.3 and on the Acceptance Form accompanying this Bidder's Statement.
<b>7. Can I accept the Offer for part of my holding?</b>	No, you can only accept for all of your holding. Your acceptance will be treated as being for all your IDO Shares plus any additional IDO Shares registered as held by you at the date your acceptance is processed.
<b>8. If I accept the Offer, when will I be paid?</b>	<p>If you accept the Offer in accordance with the instructions contained in the Offer and the Acceptance Form and the Offer becomes or is declared unconditional, you will be sent payment by the earlier of:</p> <ul style="list-style-type: none"> <li>one month after the date of your acceptance or, if at the time of your acceptance the Offer is subject to a Condition, one month after the Offer becomes, or is declared, unconditional; and</li> <li>21 days after the end of the Offer Period.</li> </ul> <p>Full details of when you will be paid are set out in Section 3.9.</p>
<b>9. Do I have to pay brokerage or stamp duty if I accept?</b>	<p>You will not pay stamp duty on the disposal of your IDO Shares if you accept the Offer.</p> <p>If your IDO Shares are registered in an Issuer Sponsored Holding in your name and you deliver them directly to the Bidder, you will not incur any brokerage in connection with your acceptance of the Offer.</p> <p>If your IDO Shares are registered in a CHESS Holding, or if you are a beneficial owner whose IDO Shares are registered in the name of a broker, bank, custodian or other nominee, you should ask your Controlling Participant (usually your Broker) or that nominee whether it will charge any transaction fees or service charges in connection with acceptance of the Offer.</p>

Question	Answer
<b>10. What will happen if I don't accept the Offer?</b>	<p>If you do not accept the Offer, you will continue to hold your IDO Shares.</p> <p>However, if the Bidder becomes entitled to compulsorily acquire your IDO Shares, it intends to do so. If this occurs, you will be paid the Offer Price at the end of the compulsory acquisition process. Please see Section 6 of this Bidder's Statement for further information.</p>
<b>11. What are the tax consequences of accepting the Offer?</b>	<p>A general summary of the likely Australian tax consequences of accepting the Offer is set out in Section 9 of this Bidder's Statement. You should not rely on that summary as advice for your own affairs.</p> <p>You should consult your taxation advisor for detailed taxation advice before making a decision as to whether or not to accept the Offer for your IDO Shares</p>
<b>12. Can the Offer Period be extended?</b>	<p>Yes, the Offer Period can be extended in accordance with the Corporations Act. IDO Shareholders will be sent written notice of any extension, and the extension will be announced on ASX.</p>

### **3 OVERVIEW OF THE OFFER**

#### **3.1 The Offer**

The Bidder offers to acquire all of your IDO Shares pursuant to an off-market takeover bid for \$0.02 cash per share on the terms and conditions set out in this Bidder's Statement.

If the Bidder acquires your IDO Shares under this Offer, it will also be entitled to all Rights in respect of your IDO Shares.

The date of the Offer is 28 November 2017.

#### **3.2 Offer Period**

Unless withdrawn, this Offer is open for acceptance during the period that begins on the date of this Offer (28 November 2017), and ends at 7:00pm (AEDT) on the later of:

- (a) 28 December 2017; or
- (b) any date to which the Offer Period is extended under this Section 3.2 or as required by the Corporations Act.

The Bidder reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.

If within the last 7 days of the Offer Period the Offer is varied to improve the consideration offered, then the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.

#### **3.3 How to accept this Offer**

##### **3.3.1 General**

Sections 3.3.3 and 3.3.4 refer, among other things, to the different Acceptance Forms for use to accept this Offer depending on the nature of your IDO shareholding. The manner in which you accept this Offer will depend on whether your IDO Shares are in a CHESS Holding (see Section 3.3.3) or in an Issuer Sponsored Holding (see Section 3.3.4). You will only be sent one type of Acceptance Form with this Bidder's Statement, which will be the Acceptance Form to be used in relation to your IDO Shares. If some of your IDO Shares are in an Issuer Sponsored Holding, and some of your IDO Shares are in a CHESS Holding, your acceptance of this Offer will require separate action in relation to the separate portions of your IDO Shares.

##### **3.3.2 Accept for all your IDO Shares**

You can only accept this Offer during the Offer Period and for all your IDO Shares.

You will be taken to have accepted the Offer for all your IDO Shares plus any additional IDO Shares held by you at the date your acceptance is processed (despite any difference between that number and the number of IDO Shares specified on your Acceptance Form when you accept this Offer).



### 3.3.3 CHESS Holdings

If your IDO Shares are held in a CHESS Holding (in which case your Holder Identification Number is prefixed with 'X'), to accept this Offer in respect of those IDO Shares, you must either:

- (a) **complete and sign** the enclosed Acceptance Form in accordance with the instructions on it. Once completed and signed, you need to **return** the Acceptance Form (using the enclosed reply paid envelope if you wish) together with all other documents required by those instructions so that they are **received** at the address given on the Acceptance Form before the end of the Offer Period. This will authorise the Bidder to initiate, or alternatively to instruct your Controlling Participant to initiate, acceptance of this Offer on your behalf in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period. You must ensure that the Acceptance Form (and the other required documents) are received in sufficient time for the Bidder to give instructions to your Controlling Participant, and for your Controlling Participant, to carry out those instructions, before the end of the Offer Period; or
- (b) **instruct** your Controlling Participant (usually your Broker), in accordance with the sponsorship agreement between you and the Controlling Participant, to initiate acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules, so as to be effective before the end of the Offer Period.

However, if you are the Controlling Participant in respect of your IDO Shares, to accept this Offer you must yourself initiate acceptance of this Offer under rule 14.14 of the ASX Settlement Operating Rules so as to be effective before the end of the Offer Period.

### 3.3.4 Issuer Sponsored Holdings and other holdings

If your IDO Shares are held in an Issuer Sponsored Holding (in which case your Securityholder Reference Number is prefixed with 'I'), to accept this Offer in respect of those IDO Shares, you must:

- (a) **complete and sign** the enclosed Acceptance Form in accordance with the instructions on it; and
- (b) **return** the Acceptance Form (using the enclosed reply paid envelope if you wish) together with all other documents required by the instructions on it to the address specified on the Acceptance Form so that they are received before the end of the Offer Period.

### 3.3.5 Institutional Acceptance Facility

The Bidder recognises that some of the IDO Shareholders may be unable to accept the Offer, for example by reason of their investment mandates, until the Offer becomes or is declared unconditional. Accordingly, the Bidder is considering establishing an institutional acceptance facility (**Facility**) in relation to the Offer. The Facility would only be open to professional investors under the Corporations Act (**Eligible IDO Shareholders**). The Facility would enable Eligible IDO Shareholders to indicate their intention to accept the Offer.

If the Bidder decides to establish the Facility, it will inform IDO Shareholders once the Facility is established.

### **3.4 Foreign Laws**

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

### **3.5 Status and effect of Acceptance Forms**

#### **3.5.1 Status of Acceptance Form**

By completing, signing and returning the Acceptance Form in accordance with Section 3.3.3 or Section 3.3.4 as applicable, you irrevocably authorise the Bidder, its nominees and each of their respective officers and agents:

- (a) to rectify any errors in, or omissions from, the Acceptance Form that are necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all of your IDO Shares to the Bidder; and
- (b) if any of your IDO Shares are in a CHESS Holding, to:
  - (i) initiate, or alternatively instruct your Controlling Participant to initiate, acceptance of this Offer in respect of all such IDO Shares in accordance with rule 14.14 of the ASX Settlement Operating Rules; and
  - (ii) give any other instructions concerning those IDO Shares to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant, as determined by the Bidder acting in its own interests as a beneficial owner and intended registered holder of your IDO Shares.

#### **3.5.2 Validation of otherwise ineffective acceptances**

Subject to the paragraphs below in this Section 3.5.2, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in Section 3.3.

The Bidder will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. The Bidder is not required to communicate with you prior to making this determination. This determination of the Bidder will be final and binding on all parties.

Notwithstanding any other term or condition to the contrary and except for IDO Shares in a CHESS Holding, the Bidder may treat the receipt by it of a signed Acceptance Form as a valid acceptance of this Offer even though it does not receive the other documents required by the instructions on the Acceptance Form or there is not compliance with any one or more of the other requirements for acceptance. If the Bidder does treat such an Acceptance Form as valid, subject to Section 3.9, the Bidder will not be obliged to give the consideration to you until the Bidder receives all those documents and all of the requirements for acceptance referred to in Section 3.3 and in the Acceptance Form have been met (other than the requirement of your Acceptance Form to be received before the end of the Offer Period).

Where you have satisfied the requirements for acceptance in respect of some of your IDO Shares, the Bidder may, in its sole discretion, regard the Offer to be accepted in respect of those of your IDO Shares but not the remainder.

The Bidder will provide the consideration to you in accordance with Section 3.9, in respect of any part of an acceptance determined by the Bidder to be valid.

### **3.5.3 Risk in Acceptance Form**

The transmission by you of the Acceptance Form and any other documents in accordance with Section 3.3 is at your own risk. No acknowledgement of receipt of any such documents will be given to you by or on behalf of the Bidder.

### **3.5.4 Revocation of acceptance**

Once you have accepted this Offer, you will be unable to revoke your acceptance other than as follows and the contract resulting from your acceptance will be binding on you:

- (a) if a Condition, as set out in Section 3.7, is not fulfilled or waived, then this Offer will automatically terminate and your IDO Shares will be returned to you; or
- (b) if the Offer Period is extended for more than a month and, at the time, this Offer is subject to one or more Conditions, as set out in Section 3.7, then you may be able to withdraw your acceptance in accordance with Section 650E of the Corporations Act.

### **3.5.5 Powers of attorney**

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Section 3.5 and paragraphs(e) and (h) of Section 3.6.

## **3.6 Your agreement**

By signing and returning the Acceptance Form or initiating or causing acceptance of this Offer under the ASX Settlement Operating Rules in accordance with Section 3.3:

- (a) you accept this Offer in respect of all your IDO Shares registered as held by you at the date your acceptance is processed despite any difference between that number and the number of IDO Shares specified in the Acceptance Form and agree to the terms and conditions of this Offer;
- (b) subject to all of the Conditions being fulfilled or waived, you transfer, and consent to the transfer in accordance with the ASX Settlement Operating Rules of, all of your IDO Shares to the Bidder in accordance with this Offer and subject to the conditions of the constitution of IDO on which they were held immediately before your acceptance of this Offer (and the Bidder agrees to take those IDO Shares subject to those conditions);
- (c) you represent and warrant to the Bidder that, at the time of your acceptance of this Offer and at the time the transfer of your IDO Shares to the Bidder is registered:
  - (i) all of your IDO Shares are and will be fully paid up;
  - (ii) you have full power and capacity to accept the Offer and to sell and transfer the legal and beneficial ownership of your IDO Shares to the Bidder; and

- (iii) the Bidder will acquire good title to your IDO Shares and beneficial ownership of those shares free from all Encumbrances, interests of third parties of any kind (whether legal or otherwise) and restrictions on transfer;
- (d) you irrevocably authorise the Bidder to notify IDO on your behalf that your place of address for the purpose of serving notices upon you in respect of your IDO Shares is the address specified by the Bidder in the notification;
- (e) if and when the contract resulting from your acceptance of this Offer becomes unconditional, you irrevocably appoint the Bidder and each director of, and any nominee of, the Bidder severally as your attorney to exercise all powers and rights that you have as the registered holder of your IDO Shares, including:
  - (i) attending any meeting of IDO, and voting in respect of your IDO Shares, proposing or seconding any motion, and demanding a poll for any vote at, any such meeting;
  - (ii) requisitioning the convening of any general meeting of IDO and convening a general meeting pursuant to any such requisition; and
  - (iii) executing any and all forms, notices, instruments, documents (including any proxy appointment) relating to your IDO Shares,

and such appointment will terminate on the earlier of the withdrawal of your acceptance of this Offer in accordance with its terms and the end of the Offer Period, or if all Conditions of the Offer have been fulfilled or waived, the registration of the Bidder as the holder of your IDO Shares;

- (f) you agree that, in exercising the powers and rights conferred by the power of attorney in Section 3.6(e) of this Bidder's Statement, each attorney is entitled to act in the interests of the Bidder as the intended registered holder and beneficial owner of your IDO Shares;
- (g) except as contemplated by Section 3.6(e) and while the appointment in that Section continues, you agree not to attend or vote in person or by proxy, attorney or corporate representative at any meeting of IDO, or to exercise, or to purport to exercise (in person, by proxy, attorney or corporate representative or otherwise) any of the powers conferred by the power of attorney in Section 3.6(e);
- (h) if and when the contract resulting from your acceptance of this Offer becomes unconditional (even though the Bidder has not yet paid or provided the consideration due to you), you irrevocably authorise the Bidder and its nominees to do all things necessary to transfer your IDO Shares to the Bidder (including to cause a message to be transmitted in accordance with rule 14.17.1 of the ASX Settlement Operating Rules so as to transfer your IDO Shares, if held in a CHESS Holding, to the Bidder's Takeover Transferee Holding and to enter those of your IDO Shares which are in an Issuer Sponsored Holding into the Bidder's name);
- (i) you agree to do all such acts, matters and things that the Bidder may require to give effect to the matters the subject of this Section 3.6 (including the execution of a written form of proxy to the same effect as this Section 3.6 which complies in all respects with the requirements of the constitution of IDO) if requested by the Bidder;
- (j) you agree to indemnify the Bidder and each of its agents in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result

of you not producing your Holder Identification Number or Securityholder Reference Number or in consequence of the transfer of your IDO Shares to the Bidder being registered by IDO without production of your Holder Identification Number or Securityholder Reference Number;

- (k) you irrevocably authorise and direct IDO to pay to the Bidder, or to account to the Bidder, for all Rights in respect of your IDO Shares (except to the extent the Bidder elects to waive its entitlement to those Rights). This is subject to any such Rights received by the Bidder being accounted for by the Bidder to you, in the event that this Offer is rescinded or rendered void;
- (l) except where Rights have been paid or accounted for under Section 3.6(k), or the Bidder has waived its entitlement as permitted by Section 3.9.5, you irrevocably authorise the Bidder to deduct from the consideration payable in respect of your IDO Shares, the value of any Rights paid to you in respect of your IDO Shares which, where the Rights take a non-cash form, will be the value of those Rights as reasonably assessed by the Bidder; and
- (m) you represent and warrant to the Bidder that, unless you have notified it in accordance with Sections 3.10.3 and 3.10.4, your IDO Shares do not consist of separate parcels of IDO Shares.

The representations, warranties, authorities and indemnity referred to in this Section 3.6 will (unless otherwise stated) remain in force after you receive the Offer consideration for your IDO Shares and after the Bidder becomes the registered holder of those shares.

### **3.7 Conditions**

This Offer and the contract resulting from acceptance of this Offer are subject to the fulfilment of the following Conditions:

#### **3.7.1 Minimum acceptance condition**

Before the end of the Offer Period, the Bidder (and its Associates) has a relevant interest in 90% or more (by number) of IDO Shares which are on issue as at the Register Date.

#### **3.7.2 No prescribed occurrences**

None of the following events occurs during the period beginning on the date this Bidder's Statement is given to IDO and ending at the end of the Offer Period:

- (a) IDO converts all or any of its shares into a larger or smaller number of shares;
- (b) IDO or a subsidiary of IDO resolves to reduce its share capital in any way;
- (c) IDO or a subsidiary of IDO:
  - (d) enters into a buy-back agreement; or
  - (e) resolves to approve the terms of a buy-back agreement under sub-section 257C(1) or 257D(1) of the Corporations Act;
- (f) IDO or a subsidiary of IDO issues shares or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (g) IDO or a subsidiary of IDO issues, or agrees to issue, convertible notes;

- (h) IDO or a subsidiary of IDO disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (i) IDO or a subsidiary of IDO grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property;
- (j) IDO or a subsidiary of IDO resolves to be wound up;
- (k) a liquidator or provisional liquidator of IDO or of a subsidiary of IDO is appointed;
- (l) a court makes an order for the winding up of IDO or of a subsidiary of IDO;
- (m) an administrator of IDO, or of a subsidiary of IDO, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (n) IDO or a subsidiary of IDO executes a deed of company arrangement; or
- (o) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of IDO or of a subsidiary of IDO.

### **3.7.3 No prescribed occurrences between announcement and service**

None of the events listed in sub-paragraphs (a) to (o) of paragraph 3.7.2 happens during the period beginning on the Announcement Date and ending at the end of the day before this Bidder's Statement is given to IDO.

### **3.7.4 Conduct of business**

During the Condition Period, neither IDO nor a subsidiary of IDO undertakes any of the following, without the written consent of the Bidder:

- (a) declares, pays or distributes any dividend, bonus or other share of its profits or assets;
- (b) makes any changes in its constitution;
- (c) borrows or agrees to borrow any money (except for temporary borrowing from its bankers, or the Bidder (or its related bodies corporate) pursuant to the existing facilities provided by the Bidder (or its related bodies corporate) in the ordinary course of business);
- (d) releases, discharges or modifies any substantial obligation to it of any person, firm or corporation or agrees to do so; or
- (e) enters or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director, manager or fund manager, or pays or agrees to pay any retirement benefit or allowance to any director, manager or employee, or makes or agrees to make any substantial change in the basis or amount of remuneration of any director, manager or employee (except as required by law or provided under any superannuation, provident or retirement scheme as in effect prior to the Announcement Date).

### **3.7.5 No litigation**

During the period beginning on the date of this announcement and ending at the end of the Offer period, no party threatens or commences against IDO any material claims or proceedings in any court or tribunal (including a petition for winding up or an application for appointment of a receiver or receiver and manager) other than proceedings before the Takeovers Panel.

## **3.8 Nature and operation of Conditions**

### **3.8.1 Separate Conditions for benefit of the Bidder**

Each paragraph and sub-paragraph of Section 3.7 constitutes, and is to be construed as, a separate, several and distinct Condition. No Condition will be taken to limit the meaning or effect of any other Condition.

Subject to the Corporations Act, each Condition operates only for the benefit of the Bidder and any breach or non-fulfilment of such condition may be relied upon only by the Bidder which may waive (generally or in respect of a particular event) the breach or non-fulfilment of that condition.

### **3.8.2 Nature of Conditions**

The Conditions contained in Section 3.7 are conditions subsequent to the formation of a binding contract upon your acceptance of this Offer. None of those Conditions prevent a contract to sell your IDO Shares resulting from your acceptance of this Offer, but:

- (a) breach of any of the Conditions entitles the Bidder to rescind that contract by written notice to you; and
- (b) non fulfilment of any of the Conditions at the end of the Offer Period will have the consequences set out in Section 3.8.5.

### **3.8.3 Notice declaring Offers free of Conditions**

Subject to the Corporations Act, the Bidder may free this Offer and any contract resulting from your acceptance of this Offer from all or any of the Conditions generally or in relation to a specific occurrence by giving written notice to IDO:

- (a) in the case of the Conditions in Section 3.7.2 of this Bidder's Statement, not later than 3 Business Days after the end of the Offer Period; and
- (b) in the case of all other Conditions, not less than 7 Business Days before the last day of the Offer Period.

### **3.8.4 Notice of status of Conditions**

The date for giving the notice on the status of the Conditions as required by section 630(1) of the Corporations Act is 19 December 2017 (subject to extension in accordance with the Corporations Act if the Offer Period is extended).

### **3.8.5 Contract void if Conditions not fulfilled**

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

- (a) at the end of the Offer Period, any of the Conditions is not fulfilled; and
- (b) the Bidder has not declared this Offer and any contract resulting from your acceptance of it free from that Condition in accordance with Section 3.8.3.

## **3.9 Payment of consideration**

### **3.9.1 When will the Bidder pay you?**

Subject to this Section 3.9 and the Corporations Act, if you accept this Offer and the Conditions are fulfilled or waived, the Bidder will pay you the consideration for your IDO Shares under this Offer by the earlier of:

- (a) the day that is 1 month after the date you accept this Offer or, if at the time of your acceptance this Offer is subject to a Condition, 1 month after any contract resulting from your acceptance of this Offer becomes unconditional; and
- (b) the day that is 21 days after the end of the Offer Period.

### **3.9.2 Payment where additional documents required**

Where additional documents are required, either by the Acceptance Form or otherwise, to be given to the Bidder with your acceptance to enable the Bidder to become the holder of your IDO Shares (such as a power of attorney) then, subject to Sections 3.9.3 to 3.9.7 and the Corporations Act:

- (a) if those documents are given to the Bidder with your acceptance, the Bidder will pay you the consideration for your IDO Shares in accordance with Section 3.9.1;
- (b) if those documents are given to the Bidder after your acceptance and before the end of the Offer Period, while the Offer is subject to a Condition, the Bidder will pay you the consideration for your IDO Shares by the earlier of:
  - (i) 1 month after any contract resulting from your acceptance of this Offer becomes unconditional; and
  - (ii) 21 days after the end of the Offer Period;
- (c) if those documents are given to the Bidder after your acceptance and before the end of the Offer Period, while the Offer is no longer subject to a Condition, the Bidder will pay you the consideration for your IDO Shares by the earlier of:
  - (i) 1 month after the Bidder is given those documents; and
  - (ii) 21 days after the end of the Offer Period; or
- (d) if those documents are given to the Bidder after the end of the Offer Period, the Bidder will pay you the consideration for your IDO Shares within 21 days after those documents are given. However, if at the time those documents are given to the Bidder, the contract resulting from your acceptance of this Offer is still subject to a



Condition in Section 3.7, the Bidder will pay you the consideration for your IDO Shares within 21 days after the contract becomes unconditional.

### **3.9.3 Delivery of consideration**

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

### **3.9.4 Return of documents**

If this Offer does not become unconditional or any contract arising from this Offer is rescinded by the Bidder on the grounds of a breach of a condition of that contract, the Bidder will, at its election, either return by post to you at the address shown on the Acceptance Form any Acceptance Form and any other documents sent with it by you, or destroy those documents and notify the ASX of this.

### **3.9.5 Rights**

If the Bidder becomes entitled to any Rights as a result of your acceptance of this Offer, it may require you to give to the Bidder all documents necessary to vest title to those Rights in the Bidder, or otherwise to give the Bidder the benefit or value of those Rights. If you do not do so, or if you have received or are entitled to receive (or any previous holder of your IDO Shares has received or is entitled to receive) the benefit of those Rights, the Bidder may deduct the amount (or an amount equal to the value as reasonably assessed by the Bidder) of those Rights together with an amount equal to 100% of the face value of any franking credits attached to those Rights, from any consideration otherwise payable to you under this Offer. If the Bidder does not, or cannot, make such a deduction, you must pay that amount to the Bidder, except to the extent the Bidder elects to waive its entitlement to those Rights.

### **3.9.6 Non-Australian residents**

If, at the time you accept this Offer, any authority or clearance of a Public Authority is required for you to receive any consideration under this Offer or you are a resident of a place to which, or you are a person to whom any law (including any regulations) of Australia that would make it unlawful for the Bidder to provide consideration for your IDO Shares (eg, The Banking (Foreign Exchange) Regulations 1959 (Cth) and Part 4 of the Charter of the United Nations Act 1945 (Cth) and any regulations under that act), then acceptance of this Offer will not create or transfer to you any right (contractual or contingent) to receive the consideration specified in this Offer unless and until all requisite authorities or clearances have been received by the Bidder. See Section 10.5 for information known to the Bidder as to whether this restriction may apply to you.

### **3.9.7 Withholding of consideration by the Bidder**

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

- (a) withheld from any consideration otherwise payable to you under this Offer and paid to a Public Authority; or

- (b) retained by the Bidder out of any consideration otherwise payable to you under this Offer,

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

### **3.10 Offerees**

#### **3.10.1 Registered Holders**

The Bidder is making an offer in the form of this Offer to:

- (a) each person registered as the holder of IDO Shares in the register of members of IDO as at the Register Date; and
- (b) each person who, during the period from the Register Date to the end of the Offer Period, becomes registered or entitled to be registered as the holder of IDO Shares (whether or not they are registered or entitled to be registered as the holder of other IDO Shares) due to the conversion of, or exercise of rights attached to, other securities convertible into IDO Shares that are on issue at the Register Date.

#### **3.10.2 Transferees**

If at any time during the Offer Period, another person is able to give good title to some or all of your IDO Shares, and that person has not already accepted an offer in the form of this Offer for those IDO Shares, then that person may accept as if an offer in the form of this Offer had been made to them in respect of those IDO Shares.

#### **3.10.3 Trustees and nominees**

If at any time during the Offer Period and before you accept this Offer your IDO Shares consist of 2 or more separate parcels within the meaning of section 653B of the Corporations Act (for example, because you hold your IDO Shares as trustee or nominee for, or otherwise on account of, several distinct beneficial owners), then you may accept as if a separate offer in the form of this Offer has been made in relation to each separate parcel of IDO Shares (including any parcel you hold in your own right). Acceptance for any parcel of IDO Shares (including any parcel consisting of 2 or more parcels) is ineffective unless:

- (a) you give the Bidder notice stating that the IDO Shares consist of separate and distinct parcels, such notice being:
  - (i) in the case of IDO Shares not in a CHESS Holding, in writing; or
  - (ii) in the case of IDO Shares in a CHESS Holding, in an electronic form approved by the ASX Settlement Operating Rules for the purposes of Part 6.8 of the Corporations Act; and
- (b) your acceptance specifies the number of IDO Shares in each separate and distinct parcel to which the acceptance relates.

#### **3.10.4 IDO Shares subject to transfer restrictions**

If at any time during the Offer Period, some of your IDO Shares are subject to transfer restrictions imposed by IDO, then you may accept as if a separate offer in the form of this Offer had been made in relation to the balance of your IDO Shares. Acceptance for the balance of your IDO Shares is ineffective unless you give the Bidder notice stating the number of your IDO Shares that are subject to a transfer restriction and explaining the nature of the restriction, and your acceptance specifies the balance of your IDO Shares.

### **3.11 Variation and withdrawal of Offer**

#### **3.11.1 Variation**

The Bidder may vary this Offer in accordance with the Corporations Act.

#### **3.11.2 Withdrawal**

This Offer may be withdrawn with the written consent of ASIC, which consent may be subject to conditions. If so, the Bidder will give notice of the withdrawal to ASX and to IDO and will comply with any other conditions imposed by ASIC.

### **3.12 Additional copies of Offer documents**

If, for the purpose of accepting the Offer, you require additional copies of this Bidder's Statement and the Acceptance Form, please call the Offer Information Line on 1300 145 325 (within Australia) or +61 3 9415 4110 (from outside Australia) to request those additional copies.

### **3.13 Costs and stamp duty**

The Bidder will pay all costs and expenses of the preparation and circulation of this Offer and any potential Australian stamp duty payable on the transfer of any IDO Shares to the Bidder under this Offer.

If you hold your IDO Shares through an Issuer Sponsored Holding in your name and you deliver them directly to the Bidder, you will not incur any brokerage fees in connection with your acceptance of this Offer.

If you hold your IDO Shares through a CHESS Holding or you hold your IDO Shares through a bank, custodian or other nominee, you should ask your Controlling Participant (usually, your Broker) or the bank, custodian or other nominee whether it will charge any transaction fees or service charges in connection with your acceptance of this Offer.

### **3.14 Notices**

Any notice to be given by the Bidder to you in connection with this Offer may be given to you by leaving it at or sending it by pre-paid ordinary mail, or in the case of any address outside Australia, by pre-paid airmail to you at your address as recorded in the register of members of IDO on the Register Date or the address shown in the Acceptance Form or the address for you last notified to the Bidder by IDO.

### **3.15 Governing law and jurisdiction**

This Offer and any contract resulting from your acceptance of this Offer are governed by the laws of New South Wales. In relation to them and related non-contractual matters, each party submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue or any ground.

## **4 INFORMATION ABOUT THE BIDDER**

### **4.1 Overview of the Bidder**

The Bidder is directly and wholly owned by PT Rajawali Corpora.

The Bidder is a limited liability company established under the laws of the Republic of Indonesia. The Bidder's head office is located at 27<sup>th</sup> Floor Menara Rajawali, Jl. DR Ide Anak Agung Gde Agung Lot #5.1, Kawasan Mega Kuningan, Jakarta 12950.

The Bidder was established in 2013, and will serve as a special purpose vehicle for the purpose of acquiring IDO Shares in connection with the Offer. Due to the participation of Rajawali in a tax amnesty program in Indonesia, the existing shareholding of Rajawali in IDO will all be transferred to the Bidder before 31<sup>st</sup> December 2017.

As at the date of this Bidder's Statement, the Bidder (together with its Associates) hold 57.12% of the issued share capital of IDO.

### **4.2 Overview of Rajawali**

Rajawali is a leading investment holding company based in Jakarta, Indonesia. The corporation was established in 1984 and has developed into a regional player with proven track records and significant milestones.

Driven by a philosophy that seeks to add value to stakeholders, Rajawali has successfully engaged in several major business ventures and business portfolios, ranging from Agriculture, infrastructure, information, communication & technology, media broadcast, mining & resources, property & hotels, and transportation services.

Rajawali's head office is located at 27<sup>th</sup> Floor Menara Rajawali, Jl. DR Ide Anak Agung Gde Agung Lot #5.1, Kawasan Mega Kuningan, Jakarta 12950, being the same address as the Bidder's head office. Further detail about the group can be found in its website: <https://www.rajawali.com>.

### **4.3 Announcement by the Bidder in relation to the Offer**

On 10 November 2017, the Bidder made an announcement to ASX in relation to the Offer. A copy of the announcement is set out in Appendix A.

## **5 INFORMATION ABOUT IDO**

### **5.1 Disclaimer**

Information in this Bidder's Statement about IDO has been prepared based on publicly available information. The publicly available information has not been independently verified by the Bidder and accordingly, subject to the Corporations Act, the Bidder does not make any representation or give any express or implied warranty as to the accuracy or completeness of this information. The information on IDO in this Bidder's Statement should not be considered to be comprehensive.

### **5.2 Publicly available information**

Before accepting the Offer, you should also consider any publicly available information regarding IDO including information available on its website ([www.indomines.com.au](http://www.indomines.com.au)), announcements made to the ASX by IDO (which may be viewed at [www.asx.com.au](http://www.asx.com.au)) and the Target's Statement that IDO is required to provide to you under the Corporations Act. Information contained in or otherwise accessible from any website referred to in this Section 5.2 does not form part of this Bidder's Statement.

Being a company listed on ASX, IDO is subject to the periodic and continuous disclosure requirements of the Corporations Act and Listing Rules. For more information concerning the financial position and affairs of IDO, you should refer to the full range of information that has been disclosed by IDO pursuant to those obligations. A copy of IDO's Annual Report for the year ended 30 June 2017 was lodged with the ASX on 29 September 2017.

### **5.3 Overview of IDO and its principal activities**

IDO is an Australian public company listed on the ASX (ASX: IDO). IDO was incorporated on 16 June 1987 and listed on the ASX on 9 December 1993.

According to publicly available information, the principal activities of IDO is mineral exploration and development activities at the Kulon Progo project. PT Jogja Magasa Iron (**PT JMI**) is a joint venture between IDO, which holds 70% of the issued capital and PT. Jogja Magasa Mining (**PT JMM**) which holds the remaining 30%. PT JMM is a consortium of individuals, including the Sultan of Yogyakarta. IDO and PT JMI are currently going through a restructuring process, from a mining company to a development organisation.

PT JMI holds a Contract of Work (**CoW**) concession in the Kulon Progo region, ~30 kilometres from the Javanese city of Yogyakarta. The CoW holds a production license to mine iron sands and produce pig iron within a 2,977 hectare area. The area covered by the license is approximately a 22 kilometre long by 1.8 kilometre wide stretch of beach, between the Kulon Progo and Serang Rivers.

## 5.4 Directors

As at the date of this Bidder's Statement, based on IDO's public disclosures, the directors of IDO are:

### Peter John Chambers – Non-Executive Chairman

Mr Chambers most recently held the position of Managing Director - Strategy and Governance with the Rajawali Group which he retired from at the end of June 2014. He served as a member of the board of directors of Rajawali from 2005 until his retirement from the Rajawali board. Mr Chambers is a member of the Board of Commissioners and the Remuneration and Compensation Committee of Excelcomindo, Indonesia's third largest mobile telephone operator. He was one of the key persons when Rajawali established Excelcomindo in the late 1990s.

He has more than 20 years' experience in the finance and telecommunications industries having been the Head of the South East Asia Communication Practice of Coopers and Lybrand (Hong Kong based). Mr Chambers has also held executive roles with various international companies over the years. Mr Chambers graduated from the Royal Melbourne Institute of Technology in Melbourne, Australia, with a degree in Finance and Accounting.

### Darryl Harris – Non-Executive Director

Mr Harris is an engineering metallurgist with over 35 years' experience in the design and commissioning of mineral processing plants, across a range of different commodities. Mr Harris has had a long association with engineering companies including Nedpac, Signet Engineering, Lurgi and Outotec. He was involved in the development of various projects, including project coordinator for the An Feng-Kingstream Steel Project and other Australian ferrous projects as well several projects in Indonesia.

### Hendra Surya – Non-Executive Director

Mr Surya joined the Rajawali Group in 2005 and is currently the Chief Executive Officer of the Mining and Resources portfolio at Rajawali. Since he joined with the Rajawali Group, Mr Surya has played a significant role in the on-going success of Rajawali's business in Mining and Resources. His main contributions and deliverables include M&A, Corporate Finance, Project Development and Operation of Rajawali's mining assets. He currently holds executive management positions in the several subsidiaries and affiliates of Rajawali Group and is President Director of PT Jogja Magasa Iron.

Prior to his role with the Rajawali Group, Mr Surya spent eight years with PricewaterhouseCoopers where he was involved with a number of government related projects and a wide number of privatisations and major project financings. He holds a Masters Degree in International Business from the American Graduate School of International Management in Arizona.

## **6 INTENTIONS OF THE BIDDER**

### **6.1 Overview**

This Section 6 sets out the Bidder's intentions, on the basis of the facts and information concerning IDO which are known to it and the existing circumstances affecting the business of IDO, as at the date of this Bidder's Statement, in relation to:

- the continued operation of the business of IDO;
- any major changes to be made to the business of IDO including any redeployment of the fixed assets of IDO; and
- the future employment of the present employees of IDO.

### **6.2 Review**

The intentions, views, estimations, undertakings and beliefs of Rajawali and its Associates are wholly consistent with the intentions, views, estimations, undertakings and beliefs of the Bidder (and vice versa).

The Bidder has reviewed information that is publicly available concerning IDO and its businesses and assets.

Hendra Surya is a director of IDO and the Chief Executive Officer of the Mining and Resources portfolio of Rajawali. As a result, information about IDO may as a matter of law or fact be imputed to or known by the Bidder. However, the Bidder considers that it has no such information that is material to the price or value of IDO Shares that is not in the public domain. Further, no such information has been used by the Bidder to form any intentions to seek to change the business of IDO or the future employment of the present employees of IDO.

At the conclusion of the Offer Period, the Bidder intends, to the extent that information is available to it, to conduct a review of IDO and its operations, assets, liabilities, structure and employees, following which it will review its intentions set out in this Section 6. Final decisions will only be reached after that review has been concluded and the results evaluated and in light of all material information, facts and circumstances that exist at the time.

Consequently, the statements set out in this Section 6 are statements of the Bidder's current intentions only and may vary as circumstances and further information arise. The statements in this section should be read in this context.

Under the Offer, the Bidder may or may not acquire 100% of the IDO Shares that the Bidder and its Associates do not already own. As at the date of this Bidder's Statement, the Bidder has no plan to pursue a further off market offer in relation to the IDO Shares in the future, but it has not ruled out doing so at its discretion (and therefore reserves the right to do so) including, for example, within six months of the end of the Offer Period.



### 6.3 Intentions upon acquiring 90% or more of IDO Shares

The Bidder's intentions, if it (and its Associates) acquires a relevant interest in 90% or more of the IDO Shares and is entitled to proceed to compulsory acquisition of the outstanding IDO Shares, are set out below:

#### Compulsory acquisition

In the event the Bidder becomes entitled to do so under the Corporations Act, it intends to:

- give notices to IDO Shareholders to compulsorily acquire outstanding IDO Shares after the end of the Offer Period and in the six weeks after the Bidder gives compulsory acquisition notices in accordance with section 661B of the Corporations Act; and/or
- if permitted, give notices to IDO Shareholders to compulsorily acquire all outstanding IDO Shares in accordance with section 664C of the Corporations Act.

If it is required to do so under sections 662A and 663A of the Corporations Act, the Bidder will give notice to IDO Shareholders offering to acquire their IDO Shares in accordance with sections 662B and 663B of the Corporations Act, respectively.

#### ASX Listing

At the conclusion of the compulsory acquisition process, the Bidder intends to arrange for IDO to be removed from the Official List of ASX (subject to any required approvals on the part of ASX), thereby eliminating the corporate administration costs associated with maintaining IDO as a listed company.

#### Directors

The Bidder does not currently intend to remove any current member of the IDO Board.

#### IDO's business, assets and employees

Following the end of the Offer Period, if the Bidder is entitled to compulsorily acquire outstanding IDO Shares, the Bidder intends as noted above to conduct a review of the operations, assets, liabilities, structure and employees of IDO and in light of that review:

- evaluate IDO's performance, profitability, costs, capabilities and prospects;
- assess potential projects and opportunities, including the advancement of the Kulon Progo iron sand asset; and
- identify areas of cost saving which may provide overall strategic and operational benefit for IDO.

While the Bidder does not currently have any specific intentions in relation to this review or its outcomes and does not currently intend to make any material changes to IDO's business, its current expectation is that the review will focus on identifying the most effective means of

utilising IDO's assets and maximising the investment that the Bidder and its Associates have made in IDO.

The status of IDO's existing employees will be considered as part of the review set out above but, without having conducted this review, the Bidder cannot formulate an intention in relation to employees. Final decisions will only be reached after that review and in light of all material facts and circumstances at the relevant time. The Bidder has no present intentions regarding the retention, or otherwise, of IDO's employees and will not be in a position to form a view until it has conducted the review referred to above.

#### **6.4 Intentions upon acquiring more IDO Shares but less than 90% of IDO Shares**

The Bidder's intentions if it (and its Associates) acquires a relevant interest in less than 90% of the IDO Shares are set out below:

##### ASX Listing

The Bidder considers that there are both advantages and disadvantages of the Bidder continuing to remain listed on the ASX after the close of the Offer. The Bidder intends to request that the IDO Board review the benefits and suitability of IDO remaining listed on ASX after the close of the Offer having regard to the requirements of the Listing Rules and the additional corporate and compliance costs. The Bidder anticipates that the IDO Board's determination will likely depend on a range of factors, including:

- the number of IDO Shares acquired by the Bidder under the Offer;
- the spread (i.e. number) of IDO Shareholders after the Offer closes;
- the level of liquidity of IDO Shares after the Offer closes; and
- the costs of listing and associated compliance.

If the IDO Board were to decide that it is in the best interests of IDO to cease to be listed on ASX, the Bidder would likely support a resolution to delist IDO.

The Bidder is also mindful of the requirement under the Listing Rules for a listed company to maintain a spread of holdings which, in ASX's opinion, is sufficient to ensure that there is an orderly and liquid market in its securities. ASX may suspend or delist a company which does not meet its spread requirements. Depending upon the level of acceptances under the Offer, it is possible that ASX may seek to de-list IDO on this basis. Should ASX seek to do so, the Bidder does not currently intend to oppose such a de-listing.

##### Intentions regarding privatisation of IDO

If during or after the Offer Period IDO has fewer than 50 IDO Shareholders, the Bidder intends to take steps to cause IDO to convert from a public company to a proprietary company if it is able to do so in accordance with the requirements of the Corporations Act.

##### Directors

The Bidder does not currently intend to remove any current member of the IDO Board.

### Further acquisitions of IDO Shares

The Bidder may acquire additional IDO Shares under the 'creep' provisions set out in the Corporations Act. In summary, those provisions permit the Bidder and its Associates to acquire up to 3% of the IDO Shares every six months. The Bidder has not yet decided whether it will acquire further IDO Shares under the 'creep' provisions in the future, as that will be dependent upon (amongst other things) the extent of the Voting Power of the Bidder and its Associates in IDO and market conditions at the time.

As at the date of this Bidder's Statement, the Bidder has no plan to pursue a further off-market offer in relation to the IDO Shares in the future, but it has not ruled out doing so at its discretion (and therefore reserves the right to do so) including, for example, within six months of the end of the Offer Period.

## **6.5 Limitations on intentions**

If, at the conclusion of the Offer Period, IDO is a controlled entity but is not wholly owned by the Bidder and its Associates, there will be minority IDO Shareholders. In this event, the Bidder expects that any directors appointed by it to the IDO Board will act at all times in accordance with their fiduciary duties and intends that all requisite shareholder approvals and other requirements of law, including the Listing Rules and the Corporations Act, are complied with in pursuing any of the intentions which are referred to in this Section 6.

As a result of complying with these requirements, approval of the minority IDO Shareholders may be required for the implementation of any of the intentions of the Bidder outlined in this Section 6. The requirement for the IDO Board to have regard to their fiduciary duties in the context of a partly owned subsidiary and the possible requirement to seek approval of IDO's minority shareholders may prevent a particular intention from being achieved. However, the Bidder has not currently identified any particular initiative where these considerations may be relevant.

## **6.6 Continuation of business and assets**

Other than as set out in this Section 6, it is the present intention of the Bidder that:

- the operation of IDO will continue as it is currently operating;
- no major changes will be made to the business of IDO nor will any of IDO's fixed assets be redeployed; and
- the employment of IDO's employees will continue.

## **7 INFORMATION ON IDO SECURITIES**

### **7.1 Capital structure**

To the best of the Bidder's knowledge based on information publicly disclosed and according to documents lodged with ASX, IDO, as at the date of this Bidder's Statement, has 538,026,598 fully paid ordinary shares on issue.

### **7.2 Substantial shareholders of IDO**

As at the date of this Bidder's Statement, based on IDO's public disclosures, the following persons and entities were substantial holders of IDO Shares:

<b>IDO Shareholder</b>	<b>Number</b>	<b>Percentage</b>
Bidder and its Associates	307,317,294	57.12
Rockcheck Trading Limited	36,000,000	6.69
Anglo Pacific Group Plc	30,336,835	5.64

### **7.3 Relevant interest and Voting Power of the Bidder's directors**

As at the date of this Bidder's Statement, none of the directors of the Bidder has a relevant interest in any IDO Shares.

As at the date of this Bidder's Statement and immediately before the first Offer was sent, each director of the Bidder had 0% voting power in IDO.

### **7.4 The Bidder's relevant interest and Voting Power in IDO**

As at the date of this Bidder's Statement, the Bidder does not have a relevant interest in any IDO Shares.

As at the date of this Bidder's Statement, the Bidder and its Associates (in aggregate) had Voting Power in 307,317,294 IDO Shares, which represent approximately 57.12% of IDO's current issued share capital.

### **7.5 Consideration provided for IDO securities during the previous four months**

Neither the Bidder nor its Associates has provided or agreed to provide consideration for IDO Shares during the period of four months ending on the day immediately before the date of this Bidder's Statement.

### **7.6 IDO Share price history**

The last price of IDO Shares on ASX on 27 October 2017, being the last day on which IDO Shares were traded on ASX before the Announcement Date, was \$0.018.

The highest and lowest closing price of IDO Shares during the three months immediately before 27 October 2017 were:

- Highest: \$0.018 on 27 October 2017
- Lowest: \$0.008 on 11 September 2017

The average daily trading volume during the three months immediately before 27 October 2017 was approximately 130,080 IDO Shares.

#### **7.7 Inducing benefits given during the previous four months**

Other than as set out in Section 7.8, during the period of four months ending on the day immediately before the date of this Bidder's Statement, neither the Bidder nor any of its Associates gave, offered to give, or agreed to give a benefit to another person that is not available under the Offer and was likely to induce the other person, or an associate of the other person, to:

- accept the Offer; or
- dispose of IDO Shares.

#### **7.8 Purchase of debenture**

During the financial year ended 30 June 2009, IDO entered into a US\$4 million convertible debenture facility (**IDO Facility**) with Anglo Pacific Group plc (**Anglo Pacific**). The debenture holder is entitled, at its option and at any time, to require IDO to satisfy the repayment of the principal sum of the IDO Facility by converting any outstanding principal to shares at a conversion price of A\$0.50 per share. If the principal amount of the IDO Facility has not been converted into IDO Shares prior to 31 December 2017, then the conversion price will thereafter be equal to 90% of the market price of IDO Shares, subject to a minimum conversion price of A\$0.10 and a maximum conversion price of A\$0.50.

On 9 November 2017, Gladesburg Holding Ltd (a related body corporate of Rajawali) entered into an agreement to purchase the IDO Facility from Anglo Pacific at a discount to face value. Completion of this purchase is due to occur within 10 business days after the end of the Offer Period.

## **8 FUNDING**

### **8.1 Maximum cash consideration**

The consideration for the acquisition of the IDO Shares to which the Offer relates will be satisfied by the payment of cash (in Australian dollars).

As at the date of this Bidder's Statement, there are 538,026,598 IDO Shares on issue, 307,317,294 of which are already held by the Rajawali and its Associates. As at the date of this Bidder's Statement, the Bidder is not aware of any other securities on issue including any outstanding securities convertible into, or rights entitling a person to be issued, IDO Shares other than pursuant to the IDO Facility described in Section 7.8. The Bidder has entered into an agreement to purchase that IDO Facility, and will not be exercising the conversion right before the end of the Offer Period. Consequently, the maximum number of IDO Shares which could be acquired by the Bidder under the Offer is 230,709,304.

Accordingly, the maximum amount of cash which may be required by the Bidder to settle acceptances under the Offer is \$4,614,186.08 (**Maximum Offer Consideration**).

### **8.2 Overview of funding arrangements**

The Offer is not subject to any financing condition.

Rajawali has undertaken to the Bidder to provide, or procure the provision of funds to the Bidder to satisfy the Maximum Offer Consideration and all costs associated with the Offer. That undertaking is not subject to any conditions and no demand for repayment of any funds provided may be made during the period in which the Bidder has an outstanding obligation to make payment under the Offer.

Rajawali will ensure the necessary funds are made available to the Bidder to pay the Offer consideration (and costs associated with the Offer). Whilst Rajawali has not specifically set aside any cash amounts in its own reserves to satisfy the consideration under the Offer, it has ample uncommitted funds available for that purpose.

The funds Rajawali will provide to the Bidder to enable the Bidder to pay the Maximum Offer Consideration and all costs associated with the Offer will be obtained from Rajawali's existing uncommitted cash reserves and invested funds at call. In aggregate, the funds available from such sources materially exceed the Maximum Offer Consideration and all costs associated with the Offer.

The funds available to the Bidder are sufficient to fund the maximum amount of consideration payable under the Offer and all associated transaction costs.

The Bidder is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will be able to pay the necessary consideration required for the Offer.

## **9 TAX CONSIDERATIONS**

### **9.1 Introduction**

The following is a general description of the Australian capital gains tax (CGT) consequences for IDO Shareholders in relation to the disposal of their IDO Shares, through acceptance of the Offer, in return for cash consideration. General comments are also provided in relation to stamp duty and Goods and Services Tax (GST).

The following comments apply only to those IDO Shareholders that hold their IDO Shares on capital account. The Australian income tax consequences will differ for those IDO Shareholders who hold their IDO Shares as trading stock, as part of a profit making undertaking or scheme or otherwise on revenue account (for example, share traders, banks and insurance companies).

The following description is based upon Australian taxation law and practice in effect as at the date of this Bidder's Statement. It is not intended to be an authoritative or complete statement of the taxation laws of Australia applicable to the particular circumstances of every IDO Shareholder. This summary is necessarily general in nature and therefore should not be relied upon as advice.

IDO Shareholders should seek independent professional advice regarding the taxation consequences of disposing of IDO Shares relevant to their own particular circumstances.

### **9.2 Taxation on the disposal of IDO Shares**

If you accept the Offer, you will be treated as having disposed of your IDO Shares for income tax purposes.

### **9.3 Australian resident IDO Shareholders**

Acceptance of the Offer will involve the disposal by resident IDO Shareholders of their IDO Shares by way of transfer of their shares and, as such, the disposal will have Australian CGT implications.

Australian resident IDO Shareholders may make a capital gain or capital loss on the sale of their IDO Shares. A capital gain will result where the amount you receive (or that you are entitled to receive) is more than the cost base of those IDO Shares. Alternatively, a capital loss will result where the amount you receive (or that you are entitled to receive) is less than the reduced cost base of those IDO Shares.

Broadly, the cost base of an IDO Share is generally the cost of acquisition or deemed cost of acquisition. Certain other amounts associated with the acquisition and disposal of IDO Shares (such as brokerage or stamp duty) may be added to the cost base. The reduced cost base of an IDO Share is calculated in a similar, but not identical, manner.

Capital gains and capital losses of a taxpayer in a year of income are aggregated to determine whether there is a net capital gain. That amount may be further reduced by any available capital losses of the taxpayer from previous income years (subject to satisfaction of loss recoupment tests) and other concessions (particularly the CGT discount rules (see further below)). If so, that net capital gain after applying any CGT concessions is included in assessable income and subject to Australian income tax.

Capital losses may not be deducted against other income for income tax purposes, but may be offset against current capital gains or carried forward to be offset against future capital gains (subject to satisfaction of loss recoupment tests).

### **9.3.1 CGT discount**

Individuals, complying superannuation funds or trustees of trusts that have held IDO Shares for at least 12 months before accepting the Offer may be entitled to discount the amount of the capital gain (after application of capital losses) from the disposal of IDO Shares.

The CGT discount entitles these IDO Shareholders to reduce their capital gain on the disposal of IDO Shares by 50% in the case of individuals and trustees and by 33.33% by complying superannuation funds. Trustees should seek specific advice regarding the tax consequences of distributions attributable to discounted capital gains. The CGT discount is not available to companies or non-residents.

The CGT discount is not relevant for the purposes of calculating a capital loss.

The above comments do not apply to you if you buy and sell shares in the ordinary course of your business, or if you acquired the shares for resale at a profit. In such cases, any gain will generally be taxed as ordinary income. You should seek your own specific tax advice in such circumstances.

## **9.4 Non-resident IDO Shareholders**

If you are not a resident of Australia for tax purposes, you will generally not have to pay Australian tax on any capital gain when you dispose of your IDO Shares, unless both of the following requirements are satisfied:

- you hold a 'non-portfolio interest' in IDO; and
- the IDO Shares pass the 'principal asset test' at the time of the disposal.

If either element is absent, any capital gain made on the disposal of the IDO Shares should not be subject to income tax in Australia.

You will hold a 'non-portfolio interest' in IDO if you (together with your associates) own, or owned, throughout a 12 month period during the two years preceding the sale of your IDO Shares, 10% or more of (broadly) all of the shares in IDO.

Broadly, the IDO Shares would pass the 'principal asset test' if the market value of IDO's direct and indirect interests in Australian land (including leases and mining rights) is more than the market value of its other assets at the time you accept the Offer.

Detailed calculations are necessary to determine the results of the 'principal asset test'. Based on the Bidder's review of publicly available information on IDO, as at the date of this Bidder's Statement, the Bidder is of the opinion that the IDO Shares would not pass the 'principal asset test'.

If you hold a 'non-portfolio' interest in IDO, you should contact IDO to determine if the IDO Shares would pass the 'principal asset test'.



If you buy and sell shares in the ordinary course of business, or acquired the shares for resale at a profit, any gain could be taxed in Australia as ordinary income and not as a capital gain (subject to any relief under a double tax treaty that Australia has concluded with your country of residence). Again, you should seek your own specific Australian tax advice.

You should also seek advice from your taxation adviser as to the taxation implications of accepting the Offer in your country of residence.

#### **9.4.1 Foreign resident capital gains withholding rules**

Broadly, where a foreign resident disposes of certain direct or indirect interests in Australian real property, the purchaser is required to withhold an amount from the purchase price and pay that amount to the Australian Taxation Office. The current rate of withholding is 12.5%~~12.5%~~.

Based on the Bidder's review of publicly available information on IDO, as at the date of this Bidder's Statement, the Bidder is of the opinion that disposal of IDO Shares will not be a disposal of direct or indirect interests in Australian real property and therefore no amount is required to be withheld from the purchase price. For further details, please refer to section 10.5.

#### **9.4.2 Stamp duty**

There will be no stamp duty payable by IDO Shareholders on the disposal of their IDO Shares.

#### **9.4.3 GST**

There will be no GST payable by IDO Shareholders on the disposal of their IDO Shares other than GST payable to your Broker in respect of brokerage fees charged to you.

IDO Shareholders should seek independent professional advice regarding whether they are able to claim GST credits on expenses associated with the disposal of their IDO Shares.

## **10 ADDITIONAL INFORMATION**

### **10.1 Potential for waiver of Conditions**

The Offer is subject to a number of Conditions, which are set out in full in Section 3.7. Under the terms of the Offer and the Corporations Act, any or all of those Conditions may be waived by the Bidder.

If an event occurs which results (or would result) in the breach or non-fulfilment of a Condition, the Bidder might not make a decision as to whether it will either rely on that occurrence, or instead waive the relevant Condition in respect of that occurrence, until the date for giving notice as to the status of the Conditions of the Offer under section 630(3) of the Corporations Act (see Section 10.2). If the Bidder decides that it will waive a Condition it will announce that decision to ASX in accordance with section 650F of the Corporations Act.

If any of the Conditions are breached or not fulfilled, and the Bidder decides to rely on that breach or non-fulfilment, then any contract resulting from acceptance of the Offer will become void at (or, in some cases, shortly after) the end of the Offer Period, and the relevant IDO Shares will be returned to the holder.

### **10.2 Status and effect of Conditions**

This Section 10.2 describes the status of the Conditions of the Offer. As at the date of this Bidder's Statement, the Bidder is not aware of any events or circumstances which would result in the non-fulfilment of any of the Conditions.

In particular, in relation to the Condition in Section 3.7.5, the Bidder is not aware, as at the date of this Bidder's Statement, of any decision, action or investigation which would result in the non-fulfilment of that condition, nor has the Bidder identified, as at the date of this Bidder's Statement, any particular actions which could lead to that condition being triggered or which would be relevant to that condition.

### **10.3 Broker commission**

As at the date of this Bidder's Statement, the Bidder has not made a decision as to whether to offer to pay a commission to brokers who solicit acceptances of the Offer by an IDO Shareholder. However, the Bidder reserves the right to introduce such an arrangement.

### **10.4 Approvals for payment of consideration**

The Bidder is not aware of any IDO Shareholders who require any approval referred to in Section 3.9.6 in order to be entitled to receive any consideration under the Offer.

### **10.5 Withholding of consideration**

Under Australian tax law, a bidder in an off-market takeover bid has an obligation, subject to certain exceptions, to pay an amount equal to 10% of the offer consideration to the Australian Taxation Office (ATO) if the shares acquired from a target shareholder qualify as indirect Australian real property interests and the bidder either:

- (a) knows that the target shareholder is a foreign resident; or
- (b) reasonably believes that the target shareholder is a foreign resident; or

- (c) does not reasonably believe that the target shareholder is an Australian resident and either:
  - (i) the target shareholder has an address outside Australia; or
  - (ii) the bidder is authorised to make payment of the offer consideration to a place outside Australia (whether to the target shareholder or to anyone else).

If the bidder considers that it has an obligation to make the above payment to the ATO, it may withhold the applicable amount from the consideration to be paid to the relevant target shareholder. Where the bidder pays the withheld amount to the ATO, the bidder will be discharged of any liability to pay that amount of the offer consideration to the target shareholder.

However, in relation to the Offer, based on the Bidder's review of publicly available information on IDO, as at the date of this Bidder's Statement, the Bidder is of the opinion that the IDO Shares are not indirect Australian real property interests. Accordingly, the Bidder does not consider that it has an obligation to make the above payment to the ATO and so will not withhold consideration under Section 3.9.7, in accordance with these tax law changes, any amount from the consideration payable to any IDO Shareholder who accepts the Offer.

## **10.6 ASIC modifications**

The Bidder has not obtained from ASIC any modifications of, or exemptions from, the Corporations Act in relation to the Offer. However, ASIC has published various instruments providing for modifications and exemptions that apply generally to all persons, including the Bidder, in relation to the operation of Chapters 6 and 6A of the Corporations Act, which the Bidder may rely on.

The Bidder has relied on the modification to section 636(3) of the Corporations Act set out in ASIC Class Order 13/521 'Takeover bids' to include references to statements which are made or based on statements made in documents lodged with ASIC and ASX. Pursuant to the Class Order, the consent of the relevant person is not required for the inclusion of such statements in this Bidder's Statement. As required by the Class Order, the Bidder will make available a copy of these documents (or of relevant extracts from these documents), free of charge, to you and other IDO Shareholders who request it during the Offer Period. To obtain a copy of these documents (or relevant extracts), you may call the shareholder information line on 1300 145 325 (callers in Australia) or +61 3 9415 4110 (callers outside Australia) from Monday to Friday between 8.30am and 5.00pm (AEDT).

In addition, as permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72, this Bidder's Statement contains trading data sourced from Bloomberg L.P. without its consent.

## **10.7 Regulatory and other approvals**

There are no regulatory approvals that the Bidder is required to obtain before acquiring IDO Shares under the Offer.

## **10.8 No escalation agreements**

Neither the Bidder nor any of its Associates has entered into any escalation agreement in respect of IDO Shares that is prohibited by section 622 of the Corporations Act.

## **10.9 Disclaimers and Consents**

This Bidder's Statement includes statements which are made in, or based on statements which are made in, documents provided by IDO or announced on the company announcements platform of ASX by IDO. No person who has made any of these statements has consented to the statement being included in or accompanying this Bidder's Statement in the form in which it is included. Under the terms of ASIC Class Order 13/521, the parties making those statements are not required to consent to the inclusion of those statements in this Bidder's Statement. For further details, please refer to section 10.6.

Each of Rajawali and Hendra Surya has given and has not, before lodgement of this Bidder's Statement with ASIC, withdrawn their consent to the inclusion of:

- references to its name;
- each statement it has made; and
- each statement which is based on a statement it has made, in this Bidder's Statement in the form and context in which those statements appear.

DLA Piper Australia has given and has not, before the lodgement of this Bidder's Statement with ASIC, withdrawn its written consent to being named in this Bidder's Statement as legal adviser to the Offer in the form and context in which it is named.

Computershare has given and has not, before the lodgement of this Bidder's Statement with ASIC, withdrawn its written consent to being named in this Bidder's Statement as the Bidder's share registry provider in the form and context in which it is named.

Each of Hendra Surya, DLA Piper Australia and Computershare:

- has not authorised or caused the issue of this Bidder's Statement;
- does not make, or purport to make, any statement in this Bidder's Statement or any statement on which a statement in this Bidder's Statement is based other than, in the case of a person referred to above as having given their consent to the inclusion of a statement, a statement included in this Bidder's Statement with the consent of that person; and
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Bidder's Statement, other than a reference to its name and, in the case of a person referred to above as having given their consent to the inclusion of a statement, any statement or report which has been included in this Bidder's Statement with the consent of that party.

#### **10.10 Other material information**

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

- that is material to the making of a decision by a IDO Shareholder whether or not to accept the Offer; and
- which has not previously been disclosed to IDO Shareholders.

## **11 DEFINITIONS AND INTERPRETATION**

### **11.1 Definitions**

The following definitions apply in interpreting this Bidder's Statement, except where the context makes it clear that a definition is not intended to apply:

**ACCC** means the Australian Competition & Consumer Commission.

**AEDT** means Australian Eastern Daylight Time.

**Acceptance Form** means the form of acceptance that accompanies this Bidder's Statement or, as the context permits, any additional, replacement, substitute or other acceptance form provided by or on behalf of the Bidder in respect of the Offer.

**Announcement Date** means 10 November 2017, being the date of the Bidder's announcement in relation to the Offer, a copy of which is annexed as Appendix A.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning given to that term in Section 12 of the Corporations Act.

**ASX** means ASX Limited ACN 008 624 691 or the market it operates, as the context requires.

**ASX Settlement** means ASX Settlement Pty Limited ACN 008 504 532.

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement.

**ATO** means Australian Taxation Office.

**Bidder** means PT Surya Langgeng Utama, a limited liability company established under the laws of the Republic of Indonesia, having its registered office at 27th Floor Menara Rajawali, Jl. DR Ide Anak Agung Gde Agung, Lot #5.1, Kawasan Mega Kuningan, Jakarta 12950, Indonesia.

**Bidder's Statement** means this document.

**Broker** means a person who is a share broker and a Participant.

**Business Day** means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday or public holiday in that place and any other day that the ASX declares is not a business day).

**CGT** means Australian capital gains tax.

**CHESS** means the Clearing House Electronic Subregister System of share transfers operated by ASX Settlement.

**CHESS Holding** means a holding of IDO Shares on the CHESS subregister of IDO. Class Order means ASIC Class Order 13/521.

**Computershare** means Computershare Investor Services Pty Limited ABN 48 078 279 277.

**Condition** means each condition set out in Section 3.7.

**Condition Period** means the period beginning on the Announcement Date and ending at the end of the Offer Period.

**Controlling Participant** means in relation to IDO Shares in a CHESS Holding, the Participant with whom the holder has a sponsorship agreement as defined in the ASX Settlement Operating Rules (usually, your Broker).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Director** includes, so far as it relates to the Bidder, an officer (including, if so entitled, a manager) who acts in the position or capacity of a director.

**Encumbrance** means:

- a) a security interest;
- b) an easement, restrictive covenant, caveat or similar restriction over property;
- c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property (including a right to set off or withhold payment of a deposit or other money);
- d) a right of any person to purchase, occupy or use an asset (including under an option, agreement to purchase, licence, lease or hire purchase);
- e) any other thing that prevents, restricts or delays the exercise of a right over property, the use of property or the registration of an interest in or dealing with property; or
- f) an agreement to create anything referred to above or to allow any of them to exist.

**GST** means the goods and services tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Holder Identification Number** or **HIN** means the number used to identify an IDO Shareholder on the CHESS subregister of IDO.

**IDO** means Indo Mines Limited ACN 009 245 210.

**IDO Board** means the board of directors of IDO from time to time.

**IDO Facility** has the meaning given to that term in section 7.8.

**IDO Shares** means fully paid ordinary shares in IDO.

**IDO Shareholder** means a person who is registered as the holder of IDO Shares in the Register. IDO Shares means fully paid ordinary shares in IDO.

**Issuer Sponsored Holding** means a holding of IDO Shares on IDO's issuer sponsored subregister.

**Listing Rules** means the official listing rules of the ASX as amended or waived from time to time.

**Offer** means, means, as the context requires, the offer for IDO Shares as set out in Section 3, or the off-market takeover bid constituted by that offer and each other offer by the Bidder for IDO Shares in the form of that offer, including in each case as varied in accordance with the Corporations Act.

**Offer Date** means 28 November 2017, being the date on which the first of the Offers was sent to each holder of IDO Shares registered in the IDO register of members at the Register Date.

**Offer Information Line** means the information line set up for the purpose of answering queries from IDO Shareholders in relation to the Offer, being 1300 145 325 (within Australia) or +61 3 9415 4110 (from outside Australia).

**Offer Period** means the period during which the Offer remains open for acceptance in accordance with this Bidder's Statement.

**Offer Price** means \$0.02 per IDO Share.

**Participant** has the meaning set out in the ASX Settlement Operating Rules.

**Prescribed Occurrence** means any of the events set out in section 652C(1) of the Corporations Act.

**Public Authority** means any government or any governmental, semi-governmental, administrative, statutory or judicial entity, authority or agency, whether in Australia or elsewhere, including the ACCC (but excluding the Takeovers Panel, ASIC and any court that hears or determines proceedings under section 657G of the Corporations Act or proceedings commenced by a person specified in section 659B(1) of the Corporations Act in relation to the takeover bid). It also includes any self-regulatory organisation established under statute or any stock exchange.

**Rajawali or Rajawali Group** means Rajawali Group International Ltd.

**Register** means the register of IDO Shareholders maintained by IDO in accordance with the Corporations Act.

**Register Date** means 7:00pm (AEDT) on 15 November 2017, being the date set by the Bidder under section 633(2) of the Corporations Act.

**Rights** means all accretions, rights or benefits of whatever kind attaching to or arising from the IDO Shares directly or indirectly after the Announcement Date (including, but not limited to, all dividends or other distributions and all rights to receive any dividends or other distributions, or to receive or subscribe for shares, notes, bonds, options or other securities or entitlements, declared, paid, issued or made by IDO or any of its subsidiaries).



**Security Holder Reference Number** or **SRN** means the number allocated by IDO to identify an IDO Shareholder on its issuer sponsored subregister.

**Takeover Transferee Holding** has the meaning given in the ASX Settlement Operating Rules, being the CHESS Holding to which IDO Shares are to be transferred pursuant to acceptances of the Offer.

**Takeovers Panel** means the body called the Takeovers Panel continuing in existence under section 261 of the Australian Securities and Investments Commission Act and given various powers under Part 6.10 of the Corporations Act.

**Target's Statement** means the target's statement to be prepared by IDO in response to this Bidder's Statement.

**Trading Day** has the meaning given to that term in the Listing Rules.

**Voting Power** has the meaning given to that term in section 610 of the Corporations Act.

**your IDO Shares** means, subject to section 3.10 of this Bidder's Statement, the IDO Shares:

- a) of which you are registered or entitled to be registered as the holder in the register of members of IDO at the Register Date; and
- b) any other IDO Shares, to which you are able to give good title at the time you accept this Offer during the Offer Period (including any IDO Shares in respect of which you become registered or entitled to be registered as a holder due to the conversion of, or exercise of rights attached to, other securities convertible into IDO Shares that are on issue at the Register Date).

## 11.2 Interpretation

In the interpretation of this Bidder's Statement, the following provisions apply unless the context otherwise requires:

- headings are inserted for convenience only and do not affect the interpretation of this Bidder's Statement;
- a reference in this Bidder's Statement to dollars, \$ or cents means Australian currency, and all amounts payable under this Bidder's Statement are payable in Australian currency;
- a reference in this Bidder's Statement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- where a specific term is given a meaning in the Corporations Act, that term will have that meaning in this Bidder's Statement;
- a reference to a section, clause, part, schedule or attachment is a reference to a section, clause, part, schedule or attachment of or to this Bidder's Statement;

- an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- a word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders;
- a reference to the word 'include' or 'including' is to be construed without limitation; and
- any schedules and attachments form part of this Bidder's Statement.

## **12 APPROVAL OF BIDDER'S STATEMENT**

This Bidder's Statement has been approved by a resolution passed by the directors of PT Surya Langgeng Utama in accordance with section 637(1)(a)(i) of the Corporations Act.

**Dated:** 14 November 2017

**Signed** on behalf of PT Surya Langgeng Utama

A handwritten signature in black ink, appearing to be 'Rizki Indra Kusuma', written in a cursive style.

**Rizki Indra Kusuma**  
Director

## Appendix A

10 November 2017

For immediate release to the market

### ASX ANNOUNCEMENT

#### PT SURYA LANGGENG UTAMA ANNOUNCES TAKEOVER OFFER FOR INDO MINES LIMITED

PT Surya Langgeng Utama (**Bidder**), a wholly owned subsidiary of PT Rajawali Corpora, which is known as Rajawali Group, (**Rajawali**), today announced its intention to make an all cash off-market takeover offer of \$0.02 per share for all the issued shares in Indo Mines Limited ACN 009 245 210 (**IDO**) (**IDO Shares**) which are not already owned by Rajawali and its associates (**Offer**). As at the date of this announcement, Rajawali, through its associates, holds 57.12% of the IDO Shares on issue.

The Bidder believes the Offer is highly compelling for IDO shareholders:

- accepting the Offer enables IDO shareholders to realise certain and immediate value for IDO Shares through 100% cash consideration (subject to the Offer conditions being satisfied or waived);
- there is very limited trading in IDO Shares, meaning that this Offer is a rare opportunity and potential liquidity event for IDO shareholders who wish to exit their investment;
- this Offer from the Bidder is the only offer currently available to IDO shareholders, and given the relevant interests of Rajawali and its associates in IDO, there are limited prospects of any competing proposal emerging and trading may be even less liquid following the Offer, if the Bidder increases its shareholding in IDO through the Offer; and
- the Offer removes any risks and uncertainties that could otherwise affect the future value of IDO Shares.

#### Offer conditions

The Offer is subject to the following conditions:

- the Bidder (and its associates) acquiring a relevant interest in at least 90% of IDO Shares;
- no prescribed occurrences occurring in relation to IDO;
- no actions affecting the business of IDO being undertaken by, or occurring in relation to, IDO; and
- no litigation being threatened or commencing against IDO.

The full text of these conditions is set out in the Schedule.

It is important that IDO shareholders have a clear understanding of the Bidder's intentions in making their decision on whether or not to accept the Offer. This includes understanding that the Bidder intends to:

- proceed to compulsory acquisition if it is entitled to do so; and
- cause IDO to delist if it is able to do so.

In relation to the latter, it is the Bidder's intention to cause the delisting of IDO whether that is a result of being in a position to proceed with the compulsory acquisition, or, in accordance with the ASX guidance after the Offer period has ended, should the threshold number of remaining shareholders for delisting be met. As such, whilst the Bidder reserves all of its rights to waive the 90% condition pursuant to the *Corporations Act 2001* (Cth) (**Corporations Act**), if the threshold number of remaining shareholders for delisting is met during the Offer Period, the Bidder's current intention would be to waive this condition.

### **Offer funding**

The Bidder will fund the Offer through existing cash at hand (and capital provided under capital commitments from the members of the Bidder group to the extent necessary).

### **Indicative timing**

The Bidder's statement for the Offer is expected to be lodged with ASIC within two weeks and will be sent to IDO shareholders as soon as practicable after that time.

### **IDO Shares**

The IDO Shares the subject of the Offer are fully paid ordinary shares in the capital of IDO which are on issue on the date of the bidder's statement.

Immediately before making this announcement:

- so far as the Bidder is aware, there are 538,026,598 IDO Shares on issue, all of which are quoted on ASX;
- the Bidder does not have a relevant interest in any IDO Shares but its associates (in aggregate) had a relevant interest in 307,317,294 IDO Shares, which represent approximately 57.12% of the current issued share capital of IDO; and
- the Bidder, through its associates, had voting power in approximately 57.12% of the current issued share capital of IDO.

### **PURCHASE OF DEBENTURE**

Separately, on 9 November 2017, Gladesburg Holding Ltd (a related body corporate of Rajawali) entered into an agreement to purchase from Anglo Pacific a US\$4 million convertible debenture facility with IDO at a discount to face value. Completion of this purchase is due to occur within 10 business days after the end of the Offer period.

## **SCHEDULE: CONDITIONS**

The Offer is subject to the fulfilment of the following conditions:

### **1. Minimum acceptance condition**

Before the end of the Offer period, the Bidder (and its associates) has a relevant interest in 90% or more (by number) of IDO Shares which are on issue as at the register date.

### **2. No prescribed occurrences**

None of the following events occurs during the period beginning on the date the Bidder's statement is given to IDO and ending at the end of the Offer period:

- (a) IDO converts all or any of its shares into a larger or smaller number of shares;
- (b) IDO or a subsidiary of IDO resolves to reduce its share capital in any way;
- (c) IDO or a subsidiary of IDO:
  - (i) enters into a buy-back agreement; or
  - (ii) resolves to approve the terms of a buy-back agreement under sub-section 257C(1) or 257D(1) of the Corporations Act;
- (d) IDO or a subsidiary of IDO issues shares or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (e) IDO or a subsidiary of IDO issues, or agrees to issue, convertible notes;
- (f) IDO or a subsidiary of IDO disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) IDO or a subsidiary of IDO grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property;
- (h) IDO or a subsidiary of IDO resolves to be wound up;
- (i) a liquidator or provisional liquidator of IDO or of a subsidiary of IDO is appointed;
- (j) a court makes an order for the winding up of IDO or of a subsidiary of IDO;
- (k) an administrator of IDO, or of a subsidiary of IDO, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) IDO or a subsidiary of IDO executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of IDO or of a subsidiary of IDO.

### **3. No prescribed occurrences between announcement and service**

None of the events listed in sub-paragraphs (a) to (o) of paragraph 2 happens during the period beginning on the date of this announcement and ending at the end of the day before the Bidder's statement is given to IDO.

### **4. Conduct of business**

During the period beginning on the date of this announcement and ending at the end of the Offer period, neither IDO nor a subsidiary of IDO undertakes any of the following, without the written consent of the Bidder:

- (a) declares, pays or distributes any dividend, bonus or other share of its profits or assets;
- (b) makes any changes in its constitution;
- (c) borrows or agrees to borrow any money (except for temporary borrowing from its bankers, or the Bidder (or its related bodies corporate) pursuant to the existing facilities provided by the Bidder (or its related bodies corporate) in the ordinary course of business);
- (d) releases, discharges or modifies any substantial obligation to it of any person, firm or corporation or agrees to do so; or
- (e) enters or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director, manager or fund manager, or pays or agrees to pay any retirement benefit or allowance to any director, manager or employee, or makes or agrees to make any substantial change in the basis or amount of remuneration of any director, manager or employee (except as required by law or provided under any superannuation, provident or retirement scheme as in effect prior to the date of this announcement).

### **5. No litigation**

During the period beginning on the date of this announcement and ending at the end of the Offer period, no party threatens or commences against IDO any material claims or proceedings in any court or tribunal (including a petition for winding up or an application for appointment of a receiver or receiver and manager) other than proceedings before the Takeovers Panel.

## **CORPORATE DIRECTORY**

### **The Bidder**

PT Surya Langgeng Utama  
Menara Rajawali, 27<sup>th</sup> Floor  
Jl. DR Ide Anak Agung Gede Agung Lot #5.1  
Kawasan Mega Kuningan  
Jakarta 12950 - Indonesia

### **Rajawali**

PT Rajawali Corpora  
Menara Rajawali, 27<sup>th</sup> Floor  
Jl. DR Ide Anak Agung Gede Agung Lot #5.1  
Kawasan Mega Kuningan  
Jakarta 12950 - Indonesia

### **Legal advisers**

DLA Piper Australia  
Level 22, No. 1 Martin Place  
Sydney NSW 2000  
Australia

### **Registry for the Offer**

Computershare Investor Services Pty Limited  
Yarra Falls, 452 Johnston Street  
Abbotsford VIC 3067  
Australia

### **Offer Information Line**

Within Australia: 1300 145 325  
Outside Australia: + 61 3 9415 4110



