



SEKEL OSHRY
LAWYERS

4 April 2016

Our Ref: IO: 138880

Your Ref:

The Manager
Market Announcements Office
ASX Limited

Per fax – 1300 135 638


Dear Sirs

Takeover bid by MHG Flat Glass Holdings Pty Ltd for Flat Glass Industries Limited (ASX:FGI)

We act for MHG Flat Glass Holdings Pty Ltd. On behalf of our client, we enclose way of service pursuant to item 5 of subsection 633(1) of the *Corporations Act 2001* (Cth), a copy of our client's bidder's statement in relation to its off-market takeover bid for all the ordinary shares in Flat Glass Industries limited (ASX:FGI).

A copy of the bidder's statement has today been lodged with each of the Australian Securities and Investment Commission and the target, FGI.

Yours faithfully



Ivan Oshry
SEKEL OSHRY LAWYERS
ivano@sekeloshry.com.au

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Standards Legislation*

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This is an important document and requires your immediate attention. If you are in any doubt about how to deal with this document, you should contact your broker, financial adviser or legal adviser immediately.

BIDDER'S STATEMENT

to purchase all of your fully paid ordinary shares in

Flat Glass Industries Limited ACN 003 173 242

for **\$0.10** cash per share

*The Directors of FGI recommend you **ACCEPT** the Offer in the absence of a higher offer.*

If you require assistance with your acceptance, please call the Offer Information Line on:

- From within Australia - 1300 737 760 (toll-free within Australia); or
- From outside Australia - + 61 2 9290 6000

or email corporateactions@boardroomlimited.com.au

The Offer is dated 18 April 2016 and will close at 5pm (Sydney time) on 17 May 2016, unless extended.

Corporate Advisers

NORTH

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Nature of this Information

This Bidder's Statement is issued by MHG Flat Glass Holdings Pty Ltd ACN 611 572 206 (MHG-FGH) under Part 6.5 of the Corporations Act.

A copy of this Bidder's Statement was lodged with ASIC on, and is dated, 4 April 2016. Neither ASIC nor its officers take any responsibility for the content of this Bidder's Statement.

No account of your personal circumstances

In preparing this Bidder's Statement, MHG-FGH has not taken into account the individual objectives, financial situation or needs of individual FGI Shareholders.

Accordingly, before making a decision whether or not to accept the Offer, you may wish to consult with your broker, financial adviser or legal adviser.

Disclaimer as to forward looking statements

Some of the statements appearing in this Bidder's Statement may be in the nature of forward looking statements or based on forecast Information. You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industries in which FGI and MHG-FGH operate as well as general economic conditions, prevailing exchange rates and interest rates and conditions in the financial and commodities markets. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement or statement based on forecast Information. Neither MHG-FGH, nor any of its members, directors, officers, employees or advisers nor any person 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 statement based on forecast Information, or any events or results expressed or implied in any such statements, except to the extent required by law. **You are cautioned not to place undue reliance on any forward looking statement or statement based on forecast Information**, and should note that such statements in this Bidder's Statement reflect views held only as at the date of this Bidder's Statement.

Disclaimer as to FGI Information

The Information on FGI, FGI's securities and the FGI Group contained in this Bidder's Statement has been prepared by MHG-FGH using publicly available Information. Information in this Bidder's Statement concerning FGI's business has not been independently verified by MHG-FGH. Accordingly, subject to the Corporations Act, MHG-FGH does not make any representation or warranty, express or implied, as to the accuracy or completeness of such Information. Further Information relating to FGI's business may be included in FGI's target statement which FGI must provide to its Shareholders in response to this Bidder's Statement.

Foreign jurisdictions

The distribution of this Bidder's Statement in jurisdictions outside Australia may be restricted by law, and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. This Bidder's Statement does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer.

Responsibility statement

Except as outlined below, the Information in this Bidder's Statement has been prepared by MHG-FGH and is the responsibility of MHG-FGH.

Privacy

MHG-FGH has collected your Information from the FGI register of shareholders for the purpose of making this Offer and, if accepted, administering your holding of Shares and your acceptance of the Offer. The type of Information MHG-FGH has collected about you includes your name, contact details and Information on your shareholding in FGI. Without this Information, MHG-FGH would be hindered in its ability to carry out the Offer. The Corporations Act requires the name and address of shareholders to be held in a public register. Your Information may be disclosed on a confidential basis to MHG-FGH's related bodies corporate and external service providers, and may be required to be disclosed to regulators such as ASIC. The registered address of MHG-FGH is Level 3/100 William Street Woolloomooloo NSW 2011.

Defined terms

A number of defined terms are used in this Bidder's Statement. Unless the contrary Intention appears, the context requires otherwise or words are defined in section 12 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

Financial amounts

All financial amounts in this Bidder's Statement are expressed in Australian currency unless otherwise stated.

Key dates

Announcement Date and date of
this Bidder's Statement

4 April 2016

Date of Offer and Offer opens

18 April 2016

Date Offer closes (unless
extended or withdrawn)

5.00pm (Sydney time) on 17 May 2016

Share registrar for the Offer
Boardroom Limited

Offer Information Line*

1300737 760 (toll-free within Australia)
+ 61 2 9290 6000 (from outside Australia).

* Calls to these numbers may be recorded.

or email:

corporateactions@boardroomlimited.com.au

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Woolloomooloo NSW 2011
PO Box A882 Sydney South, NSW 1235
Ph: 02 9339 4999 Fax: 02 9360 6466
www.mhg.com.au



Dear FGI Shareholder

Offer to acquire your shares in Flat Glass Industries Limited

On behalf of MHG Flat Glass Holdings Pty Ltd ACN 611 572 206 (MHG-FGH), I am pleased to provide you with this conditional all-cash off-market takeover bid to acquire your shares in Flat Glass Industries Limited (FGI).

If you accept the Offer and subject to the Offer becoming unconditional, you will receive \$0.10 cash (ten cents) per Share (the **Offer Price**) for each fully paid ordinary share in FGI (**Share or FGI Share**) to which your acceptance relates. Your payment will be dispatched within 7 Business Days after the Offer closes provided the conditions have been fulfilled (or waived).

I believe that our offer provides you with a compelling opportunity to realise certain value for your FGI Shares at a significant premium of:

- **25%** to the closing price on the ASX on 31 March 2016 of \$0.08 per Share;
- **100%** to the subscription price of \$0.05 per Share set by the FGI Board for the rights issue in January 2015; and
- **100%** to the VWAP of \$0.05 at which FGI shares have traded over the last 12 months.

The Offer will remain open until 5.00pm (Sydney time) on 17 May 2016, unless extended or withdrawn.

Haritos Family Retirement Pty Ltd ACN 605 222 759 as trustee for the Haritos Family Superannuation Fund (HFR), a related party of MHG-FGH has purchased 16,142,593 FGI shares from Phoenix Development Fund Limited (**Phoenix**), (previously, FGI's largest shareholder) at the Offer Price of \$0.10 per share and as at the date hereof has a 19.9% shareholding in FGI. Phoenix has indicated that in the absence of a superior proposal they intend to accept the Offer in respect of the remaining FGI Shares they own or control and has further indicated that its related party, Nightingale Partners Pty Ltd (**Nightingale**) (a top 5 shareholder), also intends to accept the Offer in respect of the FGI Shares that it owns or controls.

Details of the Offer, including its terms, are set out in this Bidder's Statement. I encourage you to read this Bidder's Statement in its entirety, and then to accept the Offer as soon as possible. In order to be valid, your acceptance must be received before 5.00pm (Sydney time) on 17 May 2016, which is the closing date of the Offer (unless it is extended or withdrawn).

To accept the Offer, please follow the instructions on the accompanying Acceptance Form (see section 8.3 of this Bidder's Statement).

If you require additional assistance, please call the Offer Information Line on 1300 737 760 (toll-free within Australia) or + 61 2 9290 6000 (from outside Australia) or please email corporateactions@boardroomlimited.com.au.

I appreciate your consideration of this Offer.

Yours sincerely,

Dean Haritos
Director

1. REASONS YOU SHOULD ACCEPT THE OFFER

1. The Offer Price represents a significant premium to trading prices before the Announcement Date.
2. The all cash Offer provides an opportunity for you to receive a certain cash amount for all your FGI Shares.
3. Acceptance of the Offer will avoid the need for you to participate in any future capital raisings, or risk having your shareholding diluted.
4. Acceptance of the Offer will avoid you being exposed to future risks associated with FGI.
5. The trading price of FGI Shares may fall if the Offer is withdrawn or after the Offer closes.
6. The Offer may provide Shareholders who do not have Marketable Parcels with an opportunity to efficiently sell their FGI Shares.
7. There may be reduced liquidity in FGI Shares following the completion of the Offer. Furthermore, if MHG-FGH acquires more than 75% but less than 100% of all FGI Shares, FGI may be delisted and you could become a minority shareholder in a private company. The practical effect of this is that you may thereafter have limited opportunity to dispose of your FGI Shares.

ACCORDINGLY, YOU SHOULD ACCEPT THE OFFER

These reasons are discussed in further detail below.

1.1 The Offer Price represents a significant premium to trading prices before the Announcement Date.

The all cash consideration is a compelling offer and represents a significant premium to the levels at which FGI Shares were trading up to and including 31 March 2016, the last trading day prior to MHG-FGH's indicative proposal becoming public.

Based on the price of FGI Shares up to and including 31 March 2016, the Offer Price represents a premium of:

- 25% to the closing price on the ASX on 31 March 2016 of \$0.08 per Share;
- 100% to the subscription price of \$0.05 per Share set by the FGI Board for the rights issue in January 2015; and
- 100% to the VWAP of \$0.05 at which FGI shares have traded over the last 12 months.

1.2 The all cash Offer provides an opportunity for you to receive a certain cash amount for all your FGI Shares

The Offer is 100% cash for your FGI Shares.

If you accept the Offer and the Offer becomes unconditional:

1. you will be paid \$0.10 (ten cents) cash for each of your FGI Shares;
2. you should not incur any brokerage fees or stamp duty on the transfer of your FGI Shares to MHG-FGH; and
3. you will receive a cheque within 7 Business Days after this Offer closes provided that

by that date (or any extended date) this Offer becomes unconditional.

In accordance with the Corporations Act, if MHG-FGH increases the Offer Price under the Offer, all FGI Shareholders, whether or not they have accepted the Offer before that increase in the Offer Price, would be entitled to the benefit of that increased Offer Price.

The Offer provides you with an opportunity to dispose of all your FGI Shares and to realise a certain value for your entire shareholding in FGI.

1.3 Acceptance of the Offer will avoid the need for you to participate in any future capital raisings or risk having your shareholding diluted

It is MHG-FGH's view that notwithstanding FGI's recent return to profit, FGI will continue to face challenges in the industry in which it operates. Revenue losses in its Sydney glass operation and ongoing investment in plant and equipment in its Victoria operation could result in further requirements for capital. To the extent that some or all of this additional funding is sought in the form of equity, FGI Shareholders would need to contribute commensurately with their existing shareholding to avoid having their proportionate interest in FGI diluted.

There is also a risk that future equity placements could negatively impact the share price of FGI Shares.

1.4 Acceptance of the Offer will avoid you being exposed to future risks associated with FGI

If you accept the Offer in respect of all your FGI Shares, then not only will you no longer be vulnerable to the funding risks described in section 1.3, you will no longer be exposed to FGI's day to day operational and business risks.

In addition to the risks specific to FGI's business, there are inherent risks in holding shares in a small cap listed entity such as FGI. These risks include, but are not limited to:

- industry specific risks;
- regulatory risk;
- debt and equity market risk; and
- general economic conditions.

1.5 The trading price of FGI Shares may fall after the Offer closes

The Offer is at a significant premium to the recent trading prices of FGI Shares prior to the Announcement Date.

If the Offer does not result in MHG-FGH acquiring all of the Shares and there is no other offer made for your FGI Shares, the trading price of FGI Shares may fall below the Offer Price and trade at levels closer to, or even below, the trading price immediately prior to the Announcement Date.

The market for your FGI Shares after the end of the Offer may be less liquid or less active than at present. This could also make it more difficult for you to sell your FGI Shares on-market at an attractive price in the future.

Note that if MHG-FGH acquires more than 75% but less than 100% of all FGI Shares, FGI may be delisted and you will become a minority shareholder in a private company. The practical effect of this is that you may thereafter have limited opportunity to dispose of your FGI Shares.

1.6 The Offer may provide Shareholders who do not have Marketable Parcels with an opportunity to efficiently sell their FGI Shares

Under the ASX Operating Rules, a marketable parcel of listed shares is a parcel valued at not less than \$500. At the Offer Price, a marketable parcel of FGI Shares comprises at least 5,000 Shares and at the closing price immediately prior to the Announcement Date it is at least 6,250 Shares. While parcels smaller than the marketable parcel size may be traded on ASX, the brokerage costs associated with a sale of such parcels (in proportion to the proceeds of such a sale) may make transacting unattractive or uneconomical.

If your shareholding in FGI is not a marketable parcel, the Offer provides you with an opportunity to sell your FGI Shares efficiently by potentially avoiding brokerage costs. This is because if your FGI Shares are registered in an Issuer Sponsored Holding in your name and you complete and return an Acceptance Form to Boardroom, you will not incur any brokerage fees in connection with your acceptance of the Offer.

If your FGI Shares are registered in a CHESS Holding, you should ask your Controlling Participant (usually your broker) whether it will charge any transactional fees or service charges in connection with acceptance of the Offer.

1.7 There may be reduced liquidity in FGI Shares following successful completion of the Offer

A related party of MHG-FGH, namely HFR already has a relevant interest in 19.9% of the issued shares of FGI. HFR's shareholding together with any shares acquired by MHG-FGH under the Offer might have the effect of reducing the number of FGI Shares that would otherwise have been available for trading thereby reducing market liquidity. This could restrict your ability to dispose of your FGI Shares.

2. SUMMARY OF THE OFFER

Important notice The Information in this section is a summary only of the Offer and is qualified by the detailed Information set out elsewhere in this Bidder's Statement.

You should read the entire Bidder's Statement and the Target's Statement that FGI will shortly be sending to you, before deciding whether to accept the Offer.

If you are in any doubt as to how to deal with this Bidder's Statement, please consult your financial, legal, taxation or other professional adviser.

What is MHG-FGH offering to buy? MHG-FGH is offering to buy all of the FGI Shares, on the terms set out in this Bidder's Statement.

You may accept the Offer for ALL of Your Shares.

What will you receive if you accept the Offer? If you accept the Offer you will receive \$0.10 (TEN cents) cash for each of your FGI Shares.

The aggregate cash payable to you will be rounded down to the nearest whole cent.

Can the Offer Price be increased? Yes, the Offer Price can be increased.

In accordance with the Corporations Act, if MHG-FGH increases the Offer Price, all FGI Shareholders who accept the Offer, whether or not they have accepted the Offer before that increase in the Offer Price, will be entitled to the benefit of that increased Offer Price.

When will you be paid? As the Offer is conditional, the Offer will only succeed if all conditions are met or waived. If the Offer does succeed your payment will be dispatched within seven Business Days of completion of the Offer.

When does the Offer Close? The Offer closes at 5.00pm (Sydney time) on 17 May 2016, unless it is extended or withdrawn in accordance with the Corporations Act.

Are there any conditions to the Offer?

Yes, the Offer is subject to a number of conditions as set out in Appendix 1 to this Bidder's Statement, including:

- MHG-FGH and its associates acquiring a relevant interest in at least 90% of all FGI Shares;
- no restraining orders or other regulatory intervention or regulatory applications in consequence of, or in connection with the Offer;
- no material change to the conduct of FGI Group's ordinary business;
- no person being able to exercise a right to purchase any material asset of the FGI Group or terminate or vary any material agreement with any member of the FGI Group as a result of MHG-FGH acquiring the FGI Shares;
- no material adverse effect; and
- no Prescribed Occurrence occurring.

This is only a summary of the conditions. The conditions are set out in full in Appendix 1 to this Bidder's Statement.

Why should you accept the offer?

Some of the reasons include:

- the Offer Price represents a significant premium to trading prices before the Announcement Date;
 - the all cash Offer provides an opportunity for you to receive a certain cash amount for all your FGI Shares;
 - acceptance of the Offer will avoid the need for you to participate in any future capital raisings, or risk having your shareholding diluted;
 - acceptance of the Offer will avoid you being exposed to future risks associated with FGI;
 - the trading price of FGI Shares may fall if the Offer is withdrawn or after the Offer closes;
 - the Offer may provide Shareholders who do not have Marketable Parcels with an opportunity to efficiently sell their FGI Shares; and
 - there may be reduced liquidity in FGI Shares following completion of the Offer. Furthermore, if MHG-FGH acquires more than 75% but less than 100% of all FGI Shares, FGI may be delisted and you could become a minority shareholder in a private company. The practical effect of this is that you may thereafter have limited opportunity to dispose of your FGI Shares.
-

What happens if you do not accept the Offer in respect of all Your Shares?

You will remain an FGI Shareholder and will not receive the cash consideration offered by MHG-FGH under the Offer.

However, if MHG-FGH becomes entitled to compulsorily acquire your FGI Shares (by acquiring a relevant interest in 90% of all FGI Shares), it intends to do so. If your FGI Shares are compulsorily acquired by MHG-FGH, it will be on the same terms (including the same consideration for each FGI Share acquired) as the Offer. However, you will receive the money later than other FGI Shareholders who choose to accept the Offer i.e. at the conclusion of the compulsory acquisition process which will be after the end of the Offer Period.

In addition, if MHG-FGH acquires more than 75% but less than 100% of all FGI Shares, FGI may be delisted and you could become a minority shareholder in a private company. The practical effect of this is that you may thereafter have limited opportunity to dispose of your FGI Shares.

How do you accept the Offer?

You may only accept the Offer for all of your FGI Shares in any of the following ways.

Issuer sponsored shareholders

If Your Shares are registered in an Issuer Sponsored Holding (such holdings will be evidenced by an 'I' appearing next to your holder number on the enclosed Acceptance Form), to accept this Offer, you must complete and sign the Acceptance Form enclosed with this Bidder's Statement and return it to the address indicated on the form so that it is received before the Offer closes.

CHESS shareholders

If Your Shares are registered in a CHESS Holding (such holdings will be evidenced by an 'X' appearing next to your holder number on the enclosed Acceptance Form), you may accept the Offer by either:

- (a) completing and signing the Acceptance Form enclosed with this Bidder's Statement and returning it to the address indicated on the form so that it is received before the Offer closes; or
- (b) instructing your Controlling Participant (normally your broker) to accept the Offer on your behalf before the Offer closes.

Participants

If you are a Participant, acceptance of this Offer must be initiated in accordance with rule 14.14 of the ASX Settlement Operating Rules before the Offer closes.

Full details on how to accept the Offer are set out in section 8.3 of this Bidder's Statement.

Can I revoke my acceptance and withdraw my FGI Shares from the Offer once I have accepted?

NO, once you accept the Offer, you will be unable to revoke your acceptance.

Can you accept the Offer for part of your holdings?

NO, you cannot accept the Offer for only some of your FGI Shares. You may only accept the Offer for ALL of your FGI Shares.

Will you need to pay brokerage or stamp duty on acceptances?

If your FGI Shares are registered in an Issuer Sponsored Holding in your name and you complete and return an Acceptance Form to Boardroom, you will not incur any brokerage fees or be obliged to pay stamp duty in connection with your acceptance of the Offer.

If your FGI Shares are registered in a CHESS Holding, or if you are a beneficial owner whose FGI Shares are registered in the name of a broker, bank, custodian or other nominee, you will not be obliged to pay stamp duty by accepting the Offer, but you should ask your Controlling Participant (usually your broker) or that broker, bank, custodian or nominee whether it will charge any transactional fees or service charges in connection with acceptance of the Offer.

What if you are a foreign shareholder?

Foreign shareholders will be paid the same cash consideration as stipulated under the Offer. However, the tax implications under the Offer for those foreign shareholders may be different from those relating to Australian resident shareholders. You will be paid in Australian dollars by cheque drawn on an Australian bank branch.

How will FGI Options be treated?

As at the date of this Bidder's Statement, there are no listed FGI Options on issue. Unlisted Options will either remain or be dealt with in accordance with their terms.

Investment decisions

The information in this Bidder's Statement is general information and does not take into account the individual investment objectives, financial situation or particular needs of each FGI Shareholder. You should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the Offer.

Where do you go for further information?

This Bidder's Statement contains detailed information about the Offer, including the terms of the Offer contained in section 8 of this Bidder's Statement. For queries on how to accept the Offer, you should also refer to the enclosed Acceptance Form.

For all other queries in relation to the Offer, please contact the Offer Information Line on 1300 737 760 (toll-free within Australia) or + 61 2 9290 6000 (from outside Australia), Monday to Friday between 8:30am to 5:30pm (Sydney time). Please be aware that any calls to these numbers may be recorded. Queries in relation to the Offer will not be received on any other telephone numbers of MHG-FGH or its advisers.

You may also enquire via email at:
corporateactions@boardroomlimited.com.au

**What
choices
do you
have?**

As a Shareholder, you have the following choices in respect of your FGI Shares:

- (a) accept MHG-FGH's Offer for all the FGI Shares you hold;
 - (b) sell your FGI Shares on the market (only if you have not already accepted the Offer); or
 - (c) do nothing.
-

3. INFORMATION ON MHG-FGH AND THE MH GROUP

3.1 Overview of MHG-FGH

The bidder under the Offer is MHG-FGH an investment holding company incorporated in Victoria. MHG-FGH is a wholly owned subsidiary of MHGCorp.

3.2 Principal activities of MHG-FGH

MHG-FGH is an investment holding company the only assets of which (after completion of the Offer) will be the FGI Shares.

3.3 Overview of MHGCorp

MHGCorp is a privately owned company incorporated in Victoria. It comprises a diversified group of businesses founded in 1970 by its chairman, Steve Haritos. Its business began with the export of Australian made water skis and associated equipment and the importation of prestige automobiles, automotive and motorcycle accessories. The group's activities presently span the manufacturing, hospitality and property sectors.

MHGCorp's move into manufacturing was made in 1975 to produce exterior decorative products for the automotive aftermarket. In 1977, MHGCorp commenced production of Australia's first injection-moulded motorcycle helmets. In the same year, it won its first Original Equipment Manufacturer (OEM) contract to supply body side mouldings for Chrysler Australia. Over the ensuing 39 years, MHGCorp has developed the reputation as a leading Tier One OEM supplier to the automotive industry. OEM customers include Automotive Alliance Thailand (joint venture between Ford & Mazda), Ford Australia, Ford Thailand, General Motors Holden, Mitsubishi Motors, and Toyota Motor Corporation Australia.

In 2009, MHGCorp acquired the automotive glass operations of CSR Limited to become the sole manufacturer of OEM automotive glass in Australia. This operation (in Geelong, Victoria) was originally established by Pilkington Brothers in 1937 and was the first facility in Australia to process/fabricate glass products. Under its ownership, MHGCorp has made significant improvements to create a world class automotive glass fabrication facility.

MHGCorp currently has operations in Australia and Thailand and directly employs more than 280 staff in the Asia Pacific region.

3.4 Directors

The directors of each of MHG-FGH and MHGCorp as at the date of this Bidder's Statement are:

Mr Steve Haritos (Chairman)

Steve co-founded MHGCorp in 1970, initially as an exporter of Australian made water skis and associated equipment.

Steve's drive and vision has seen the MH Group grow and diversify both commercially across a range of industries and geographically to the extent that it presently has operations in Australia and Thailand and directly employs more than 280 staff in the Asia Pacific region.

In 2009 Steve oversaw MHGCorp's foray into the Australian glass industry by negotiating and completing the acquisition of CSR Viridian automotive glass, at the time the only OEM automotive glass manufacturer in Australia.

Steve continues to actively drive the MH Group and in 2012 was instrumental for its international expansion with the establishment of MHG Thailand. This company operates a manufacturing facility comprising a world class climate controlled electrostatic robotic paint line and injection moulding equipment supplying the OEMs in Thailand.

Steve has contributed to both sport and commerce in his roles as Vice President and Technical Director of the Australian Barefoot Water Ski Association and was responsible for establishing the first competition rules. In 1990, Steve was instrumental in bringing together telecommunications carriers, hand set manufacturers, distributors and retailers; establishing the Australian Mobile Telephone Association (AMTA) and served as its inaugural President and Chairman. He also served as Toyota Supplier Network Group's inaugural Chairman and has participated in numerous overseas automotive trade missions to promote the Australian automotive components industry.

Mr Dean Haritos (Managing Director)

Dean's induction at MHGCorp started soon after the company was founded in 1970 (his birth year). From a very young age, he took a keen interest in his father's (Steve) business interests which prepared him well when he joined the group in 1997. Prior to this, Dean held a variety of roles with St George Bank from 1989 until his departure in 1997. His last role at St George Bank was Senior Manager – Balance Sheet Risk Management within Group Treasury & Financial Markets.

Dean has held a variety of management and executive roles in each of the MH Group's business including Sales Director of the Audiovox Pacific joint venture, Chief Executive Officer of the manufacturing division and Managing Director of the hospitality division. In his current role as Group Managing Director, he is responsible for the group's overall strategy, investments and development of the leadership team.

Dean graduated from Macquarie Graduate School of Management in 2006 with a Master of Business Administration. He is a member of Young Presidents Organisation (Sydney Pacific Chapter) www.ypo.org and serves on its Executive Committee.

4. INFORMATION ON FGI AND FGI GROUP

4.1 Important Information

The following information about FGI is based on public information and has not been independently verified. Accordingly, MHG-FGH does not make any representation or warranty, express or implied, as to the accuracy or completeness of this information.

FGI Shareholders should refer to the targets statement to be issued by FGI for further Information about FGI and the FGI Group.

4.2 Overview of FGI

FGI is an Australian ASX-listed company. Its business includes value added glass processing and the wholesaling of glass for the building and manufacturing sectors.

4.3 Directors

As at the date of this Bidder's Statement, the directors of FGI are as follows:

- James Schwarz, Chairman and Non-Executive director
- Nicholas O'Connor, Finance Director
- Frank D'Urso, Executive Director and National Procurement Manager
- Lawrence Case, Non-Executive Director

4.4 Principal activities of FGI and the FGI Group

FGI Group provides an expansive range of glass processing services on a made to order basis. Its products include:

- Float glass
- Safety and security glass
- IGU/energy efficient glass
- Designer glass
- Ultra clean glass
- Switchable glass
- Trident glass hardware

4.5 FGI's issued securities

According to FGI's Appendix 3B released to the ASX on 15 October 2015 and confirmed in its Half Yearly Report and accounts issued on 24 February 2016, as at the date of this Bidder's Statement, FGI had issued securities consisting of:

- 81,118,560 Shares; and
- 2,000,000 employee options (**Options**) (all issued to Mr J Buchan).

None of the Options have yet vested.

4.6 FGI Share Option Plan

According to documents provided by FGI to the ASX, as at the date of this Bidder's Statement, FGI currently has an employee share option plan in place. In terms thereof, the FGI Board, at its discretion may issue Options to employees of FGI or a member of the FGI Group to purchase shares in FGI. The Options will vest if (amongst other things), the relevant employee remains employed by FGI (or a member of the FGI Group) for 3 years after issue of the Options.

All of the Options have been issued to Mr J Buchan. The Options were issued on 30 September 2015 and accordingly do not vest until 30 September 2018.

The board of FGI, in its discretion, may allow the Options to vest (early) on the occurrence of inter alia, a takeover bid.

4.7 Substantial holders in FGI Shares

As at 31 March 2016, and so far as is known to MHG-FGH based on publicly available information lodged with ASX, the following persons have a Substantial Holding of 5%, or more, of FGI Shares:

Substantial holder	Relevant Interest
Haritos Family Retirement Pty Ltd atf the Haritos Family Superannuation Fund	19.90%
Burvale Downs Pty Ltd	19.22%
Phoenix Development Fund Limited	8.09%
Best Safety Glass International (Australia) Pty Ltd	7.68%
Nightingale Partners Pty Ltd	6.07%
Dixson Trust Pty Ltd	5.92%
Moorebank Property Management Pty Ltd <K Palonis Prov Fund A/C.>	5.27%

4.8 Other material Information about the FGI Group

FGI will have the opportunity to disclose in its Target's Statement any information about the FGI Group it considers FGI Shareholders would reasonably require to make an informed assessment as to whether to accept the Offer.

4.9 Publicly available Information about FGI Group

FGI is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, FGI is subject to the listing rules of ASX which require continuous disclosure of any

Information FGI has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities.

ASX maintains files containing publicly disclosed Information about all listed companies. FGI's file is available for inspection at ASX during normal business hours.

In addition, FGI is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by FGI may be obtained from, or inspected at, an ASIC office.

A substantial amount of Information about FGI (including copies of its financial statements) is available in electronic form from www.flatglass.com.au

5. SOURCES OF CONSIDERATION

5.1 Total cash consideration

The consideration for the acquisition of your FGI Shares under the Offer will be satisfied wholly in cash.

The maximum amount of cash that MHG-FGH would be required to pay under the Offer if acceptances are received in respect of all FGI Shares on issue as at the date of this Bidder's Statement (excluding the FGI Shares it already owns) would be **\$6,497,596.70**.

In addition, if Options were allowed to vest and Mr Buchan accepted the Offer in respect of the FGI Shares into which the Options would convert, an additional **\$200,000** will be payable by MHG-FGH under the Offer.

5.2 Sources of cash consideration

All amounts payable under the Offer including any fees, expenses and duties directly incurred by MHG-FGH in relation to the Offer will be paid on behalf of MHG-FGH from MHGCorp's existing cash reserves (namely cash or cash equivalents). MHGCorp confirms that funds equal to the Offer Amount and associated transaction costs are immediately available and not subject to security interests or rights of set off and are not required for other arrangements.

MHGCorp is not aware of any reason why there will not be cash available at least equal to the Offer Amount as and when MHG-FGH is required to pay for any Shares acquired by it or to pay any fees, expenses and duties directly incurred in relation to the Offer.

On the basis of the arrangements described in this section 5, MHG-FGH believes it has reasonable grounds for holding the view, and does hold the view, that it has access to sufficient cash resources available to fund the Offer Amount and other costs directly associated with the Offer.

THE OFFER IS NOT SUBJECT TO ANY FINANCING CONDITIONS

6. INTENTIONS IN RELATION TO FGI

6.1 Introduction

The Intentions of MHG-FGH are set out in this section 6. These Intentions are subject to a general review and reflect current Intentions only based on current information.

By making the Offer, MHG-FGH is seeking to increase its shareholding in FGI to at least a level where it can better influence control the future direction of FGI. The Intentions below reflect this objective.

6.2 Intentions if MHG-FGH acquires 90% or more of the FGI Shares

(a) Introduction

If MHG-FGH acquires a Relevant Interest in at least 90% of all FGI Shares and becomes entitled to proceed to compulsory acquisition of outstanding FGI Shares in accordance with Part 6A.1 of the Corporations Act, MHG-FGH intends to:

- (i) proceed with compulsory acquisition of the outstanding FGI Shares in accordance with the provisions of Part 6A.1 of the Corporations Act, including any FGI Shares which are issued during or after the close of the Offer as a result of the vesting (and exercise) of the Options; and
- (ii) following completion of the compulsory acquisition of the outstanding FGI Shares, apply for termination of official quotation of FGI Shares on ASX and arrange for FGI to be removed from the official list of ASX.

(b) General review

If MHG-FGH becomes entitled to (and does) acquire all the equity securities in FGI, its Intentions are set out below:

- (i) MHG-FGH intends generally to continue FGI's core business, namely, the processing and sale by wholesale of glass and related products.
- (ii) Following the close of the Offer, MHG-FGH will, to the extent that information is available to it, conduct a review of the operations, assets, structure and employees of FGI in light of that information. Final decisions will only be reached after that review and in light of all material facts and circumstances. As such, statements set out in this section 6 are statements of current intention only which may change as new information becomes available or circumstances change and the statements in this section 6 should be read in this context.

(c) Corporate matters

If FGI becomes wholly owned by MHG-FGH, it intends that the FGI Board will be comprised solely of its nominees (whose identities are yet to be determined).

(d) Impact on employees

As outlined above MHG-FGH will conduct an in depth review of the operations, assets, strategy and employees of FGI. Although MHG-FGH does not presently intend to make any material reductions to FGI's permanent staffing levels in the event that FGI becomes

wholly owned by MHG-FGH, in conducting its in depth review after close of the Offer, MHG-FGH will seek to leverage the experience and skills of existing employees within the MH Group. In this process there may be some corporate, managerial and operational duplication of these functions across MH Group and FGI and it is therefore possible that certain positions with these functions may become redundant over time.

MHG-FGH also intends to review the existing employee performance-based share option plan and following its review may continue, terminate or replace the existing plan.

6.3 Intentions if MHG-FGH acquires more than 75% but less than 90% of the FGI Shares

(a) Introduction

This section 6.3 describes the Intentions of MHG-FGH if it acquires a relevant interest of more than 75% but less than 90% of all FGI Shares and therefore does not become entitled to compulsorily acquire the outstanding FGI Shares under Part 6A.1 of the Corporations Act.

In that circumstance, and subject to the matters in section 6.3(b), MHG-FGH's Intentions are set out below.

(b) Limitations in giving effect to Intentions

The ability to implement the Intentions set out in this section 6.3, will be subject to, among other things:

- (i) the legal obligations of the FGI Directors to have regard to the interests of FGI and all FGI Shareholders;
- (ii) the requirements of the Corporations Act relating to transactions between related parties;
- (iii) potentially, the Listing Rules relating to transactions between related parties; and
- (iv) existing contractual obligations of FGI.

MHG-FGH would only make a final decision on the above mentioned courses of action following legal and financial advice in relation to those requirements.

(c) ASX

If MHG-FGH acquires not less than 75% of all FGI Shares then MHG-FGH may, where the Listing Rules permit, seek to remove FGI's listing on the ASX. If delisting is sought, MHG-FGH expects that a final decision as to FGI's removal will be made by ASX in accordance with its published guidance. This states that it is generally acceptable for an entity to be delisted if, as a result of a takeover, the entity only has a small number of remaining security holders so that its continued listing can no longer be justified. ASX does not prescribe a minimum shareholding that the bidder must have, or a maximum number of remaining shareholders, before it will sanction a delisting, but its published guidance states that it will likely require shareholder approval be obtained unless (among other things) the bidder and its related bodies corporate own or control at least 75% of the entity's ordinary securities, and there are less than 150 minority holders of ordinary securities with holdings with a value of at least \$500.

It is possible that, even if MHG-FGH is not entitled to proceed to compulsory acquisition of minority holdings after the end of the Offer Period under Part 6A.1 of the Corporations Act, it may subsequently become entitled to exercise rights of general compulsory acquisition under Part 6A.2 of the Corporations Act; for example, as a result of acquisitions of FGI Shares in reliance on the '3% creep' exception in item 9 of section 611 of the Corporations Act. If so, it intends to exercise those rights. However, it reserves the right not to do so.

Subject to these factors, along with commercial considerations including the amount, form and terms of the funding, MHG-FGH will determine at the relevant time whether or not to participate in any future fundraising. In making this determination, MHG-FGH would also be cognisant of the fact that, if FGI seeks further equity funding in the future, any FGI Shareholder that does not participate in any future equity fundraising will be diluted commensurately.

6.4 Intentions if MHG-FGH acquires more than 50% but less than 90% of the FGI Shares

(a) Introduction

This section 6.4 describes the Intentions of MHG-FGH if it acquires a relevant interest of more than 50% but less than 90% of all FGI Shares and therefore does not become entitled to compulsorily acquire the outstanding FGI Shares under Part 6A.1 of the Corporations Act.

In that circumstance, and in addition to the matters in section 6.3 MHG-FGH's Intentions are set out below.

(b) Directors

After the end of the Offer Period, if MHG-FGH acquires more than 50% but less than 90% of all FGI Shares, it is intended:

- (i) to procure the appointment of all or a majority of the board of directors of FGI after gaining effective control of FGI (and to requisition a meeting of FGI for that purpose if necessary), which may include existing FGI directors;
- (ii) Replacement board members have not been identified by MHG-FGH and their identity may depend on the circumstances at the relevant time. However, it is expected that the majority of the replacement board members will be persons, which may include members of MH Group's management team with appropriate experience, qualifications and skills for FGI and its business;

(c) Operations, assets and employees

If, following the close of the Offer, FGI becomes a controlled entity but not a wholly owned subsidiary of MHG-FGH, it is the present intention of MHG-FGH to attempt to procure that FGI's board continues with the stated business objectives of FGI following any policy changes after the operational review to be undertaken by MHG-FGH after conclusion of the Offer

The extent to which MHG-FGH's intentions for FGI described in sections 6.3 and 6.4 of this Bidder's Statement will be realised if FGI is a partly owned subsidiary of MHG-FGH, will be subject to:

- (i) the law and ASX Listing Rules, particularly in relation to related party transactions and conflicts of interest; and
- (ii) the legal obligation of the then FGI board of directors to act for a proper purposes and in the best interests of the FGI Shareholders as a whole.

(d) Employee performance-based share plans

Regardless of the percentage of FGI Shares acquired through the Offer, it remains the intention of MHG-FGH to review the existing employee performance-based share option plan. Following its review MHG-FGH may elect to continue, terminate or replace the existing plan as it deems fit.

(e) Dividend policy

The payment of dividends by FGI will be at the discretion of the board of directors of FGI, the majority of which will comprise MHG-FGH nominees. FGI Shareholders should be aware that FGI may not declare a dividend in the future and may opt instead to retain cash in FGI to fund the business and reduce any debt.

(f) Capital Structure

Any decisions regarding the most appropriate capital structure, and any additional funding requirements, will be made by the then FGI board of directors. If FGI were to meet its funding needs by raising equity capital, any shareholders in FGI who do not participate, will have their shareholdings diluted.

(g) Limitations on intentions

To the extent that FGI does not become a wholly owned subsidiary of MHG-FGH and there are minority FGI Shareholders, MHG-FGH intends that the directors of FGI appointed by it will act at all times in accordance with their fiduciary duties and that all requisite shareholder approvals and other legal requirements are complied with in pursuing any of the intentions outlined above.

Those requirements may require the approval of minority FGI Shareholders to the implementation of any particular objective.

The requirement to have regard to those fiduciary duties in the context of a partly owned company and the possible requirements of minority FGI Shareholder approval may prevent the particular objective being achieved.

It should be noted that MHG-FGH has not currently identified any particular initiative where these considerations may be relevant.

6.5 Other Intentions

Subject to the matters described above in this section 6 and elsewhere in this Bidder's Statement and, in particular, the completion of the general review of FGI described in section 6.2(b)) and subject also to the level of MHG-FGH's ownership of FGI at the end of the Offer Period, it is the Intention of MHG-FGH on the basis of the facts and Information concerning FGI that are known to it and the existing circumstances affecting the assets and operations of FGI at the date of this Bidder's Statement that the business of FGI will generally be conducted in the same manner as at the date of this Bidder's Statement and that there will be no redeployment of the fixed assets of FGI.

6.6 Current Intentions based on current Information

Those Intentions have been formed on the basis of facts and Information concerning FGI, and the general business environment, which are known at the time of preparing this Bidder's Statement. Final decisions will only be reached by MHG-FGH in light of material Information and circumstances at the relevant time. Accordingly, as set out above, the statements set out in this section 6 are statements of current Intention only and may vary as new Information becomes available or circumstances change.

7. AUSTRALIAN TAXATION CONSIDERATIONS

7.1 Introduction

The following is an outline of the principal Australian income tax consequences applicable to a FGI Shareholder who disposes of FGI Shares under the Offer. This outline reflects the current provisions of the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)* and the regulations made under those Acts, taking into account MHG-FGH's understanding of the current administrative practices of the Australian Taxation Office. The outline does not otherwise take into account or anticipate changes in the law, whether by way of judicial decision or legislative action, nor does it take into account tax legislation of countries apart from Australia.

The following outline is not exhaustive of all possible Australian income tax considerations that could apply to FGI Shareholders. In particular, the summary is only relevant to those FGI Shareholders who hold their shares on capital account and it does not address all tax considerations applicable to FGI Shareholders that may be subject to special tax rules, such as banks, insurance companies, tax exempt organisations, superannuation funds, dealers in securities, FGI Shareholders which hold the FGI Shares on behalf of another person or FGI Shareholders who acquired their FGI Shares as part of an employee share scheme. For FGI Shareholders who are non-residents of Australia for tax purposes, it is assumed that the FGI Shares are not held and have never been held, as an asset of a permanent establishment of that FGI Shareholder in Australia.

This outline does not constitute tax advice. Each FGI Shareholder should consult their own tax adviser regarding the consequences of acquiring, holding or disposing of their FGI Shares.

7.2 Taxation on the disposal of FGI Shares

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

Additionally, any employee who is issued FGI Shares on conversion of any Options should seek his own tax advice on the implications of disposing of these shares.

7.3 Australian resident FGI Shareholders

You will realise a capital gain in connection with the disposal of an FGI Share to the extent that the amount you receive (or will receive) for the disposal of that FGI Share is more than the cost base of that FGI Share. You will realise a capital loss to the extent that the amount you receive (or will receive) is less than the reduced cost base of the FGI Share. Capital losses can usually only be offset against capital gains you realise in the same income year or in later income years.

The cost base of an FGI Share should be the total amount you paid for the FGI Share, your acquisition costs and other costs relating to the holding and disposal of the FGI Share, to the extent to which you have not claimed an income tax deduction for such costs. The reduced cost base of an FGI Share is usually determined in a similar, but not identical, manner. There are a number of circumstances which may result in your cost base or reduced cost base being calculated in a different manner to that outlined above. We recommend that you consult your tax adviser to confirm the cost base or reduced cost base of your FGI Shares.

Any net capital gain should be included in your assessable income for that income year. Broadly, your net capital gain in respect of an income year will be calculated by aggregating all

of your capital gains realised in that income year and reducing that amount by your capital losses realised in that income year and any available net capital losses from prior years.

FGI Shareholders who are individuals, trusts or complying superannuation funds may be eligible for discount capital gains treatment in respect of an FGI Share if they have held that FGI Share for at least 12 months. Companies are not eligible for discount capital gains treatment.

The above comments will not apply to you if you buy and sell shares in the ordinary course of business, or if you acquired the shares for resale at a profit. In those cases, any gain is generally taxed as ordinary income. The above comments will also not apply to you if you started to hold your FGI Shares before 19 September 1985. We recommend that those FGI Shareholders seek their own tax advice.

7.4 Non-resident FGI Shareholders

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

- (a) you hold a “non-portfolio interest” in FGI; and
- (b) the FGI Shares pass the “principal asset test”.

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

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

Broadly, the FGI Shares would pass the “principal asset test” if the market value of FGI’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”.

If you hold a “non-portfolio interest” in FGI, you should contact FGI to determine if the FGI 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 available under a double tax treaty that Australia has concluded with your country of residence). Again, you should seek your own tax advice.

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

7.5 Stamp duty

Any stamp duty payable on the transfer of FGI Shares to MHG-FGH pursuant to the Offer will be paid by MHG-FGH.

8. THE TERMS OF THE OFFER

8.1 Offer

- (a) MHG-FGH offers to acquire all of Your Shares on and subject to the terms set out in this section 8 of this Bidder's Statement. You may not accept this Offer for some only of Your Shares and if you do so, your acceptance (in the discretion of MHG-FGH) may be voided.
- (b) The consideration under the Offer is \$0.10 (TEN cents) cash per Share.
- (c) By accepting this Offer, you undertake to transfer to MHG-FGH not only the Shares to which the Offer relates, but also all Rights attached to those Shares (see section 8.5(b)(vi) and section 10.4(c) of this Bidder's Statement).
- (d) This Offer is being made to each person registered as the holder of Shares in the register of FGI Shareholders at open of business (Sydney time) on the Register Date. It also extends to:
 - (i) holders of securities that come to be Shares during the period from the Register Date to the end of the Offer Period due to the conversion of, or exercise of rights conferred by, such securities and which are on issue as at the Register Date; and
 - (ii) any person who becomes registered, or entitled to be registered, as the holder of Your Shares during the Offer Period.
- (e) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of some or all of the Shares to which this Offer relates:
 - (i) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to that other person in respect of those Shares; and
 - (ii) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to you in respect of any other Shares you hold to which the Offer relates; and
 - (iii) this Offer will be deemed to have been withdrawn immediately at that time.
- (f) If at any time during the Offer Period you are registered or entitled to be registered as the holder of one or more parcels of Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct Offer on the same terms and conditions as this Offer had been made in relation to each of those distinct parcels and any distinct parcel you hold in your own right. To validly accept the Offer for each parcel, you must comply with the procedure in section 653B(3) of the Corporations Act. If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call the Offer Information Line on 1300 737 760 (toll-free within Australia) or + 61 2 9290 6000 (from outside Australia) or email corporateactions@boardroomlimited.com.au to request those additional copies.

- (g) If the Relevant Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact them for assistance in accepting the Offer.
- (h) The Offer is dated 18 April 2016.

8.2 Offer Period

- (a) Unless withdrawn, the Offer will remain open for acceptance during the period commencing on the date of this Offer and ending at 5.00pm (Sydney time) on the later of:
 - (i) 17 May 2016; or
 - (ii) any date to which the Offer Period is extended.
- (b) MHG-FGH reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, either of the following events occur:
 - (i) the Offer is varied to improve the consideration offered; or
 - (ii) MHG-FGH's voting power in FGI increases to more than 50%,

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.

8.3 How to accept this Offer

(a) General

- (i) Subject to section 8.1(e) and section 8.1(f) of this Bidder's Statement, you may accept this Offer for all of Your Shares only.
- (ii) You may accept this Offer at any time during the Offer Period.

(b) Shares held in your name on FGI's issuer sponsored sub register

To accept this Offer for Shares held in your name on FGI's issuer sponsored sub register (in which case your Security holder Reference Number will commence with 'I'), you must:

- (i) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
- (ii) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.

(c) Shares held in your name in a CHESS Holding

- (i) If Your Shares are held in your name in a CHESS Holding (in which case your Holder Identification Number will commence with 'X') and you are not a Participant, you should instruct your Controlling Participant (for FGI Shareholders who are not institutions, this is normally the stockbroker through whom you bought Your

Shares or ordinarily acquire shares on the ASX) 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.

- (ii) If Your Shares are held in your name in a CHESS Holding (in which case your Holder Identification Number shown on the accompanying Acceptance Form will commence with 'X') and you are a Participant, you should initiate acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
 - (A) Alternatively, to accept this Offer for Shares held in your name in a CHESS Holding (in which case your Holder Identification Number shown on the accompanying Acceptance Form will commence with 'X'), you may sign and complete the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.
 - (B) If Your Shares are held in your name in a CHESS Holding (in which case your Holder Identification Number shown on the accompanying Acceptance Form will commence with 'X'), you must comply with any other applicable ASX Settlement Operating Rules.

(d) Shares of which you are entitled to be registered as holder

To accept this Offer for Shares which are not held in your name, but of which you are entitled to be registered as holder, you must:

- (i) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
- (ii) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.

(e) Acceptance Form and other documents

- (i) The Acceptance Form forms part of the Offer.
- (ii) If your Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is returned by post, for your acceptance to be valid you must ensure that they are posted in sufficient time for them to be received by MHG-FGH at the address shown on the Acceptance Form before the end of the Offer Period.
- (iii) When using the Acceptance Form to accept this Offer in respect of Shares in a CHESS Holding, you must ensure that the Acceptance Form (and any documents required by the terms of this Offer and the instruction on the Acceptance Form) are received by MHG-FGH in time for MHG-FGH 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.

- (iv) The postage and transmission of the Acceptance Form and other documents is at your own risk.

8.4 Validity of acceptances

- (a) Subject to this section 8.4 of this Bidder's Statement, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in section 8.3 of this Bidder's Statement.
- (b) MHG-FGH 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. MHG-FGH is not required to communicate with you prior to making this determination. The determination of MHG-FGH will be final and binding on all parties.
- (c) Notwithstanding section 8.3(b), section 8.3(c), section 8.3(d) and section 8.3(e) of this Bidder's Statement, MHG-FGH may, in its sole discretion, at any time and without further communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of the Relevant Shares, even if a requirement for acceptance has not been complied with but the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by MHG-FGH.
- (d) Where you have satisfied the requirements for acceptance, or accepted the Offer, in respect of only some of Your Shares, MHG-FGH may, in its sole discretion, regard the Offer to be declined or accepted in respect of those of Your Shares.
- (e) MHG-FGH will provide the consideration to you in accordance with section 10.4 of this Bidder's Statement, in respect of any part of an acceptance determined by MHG-FGH to be valid.

8.5 The effect of acceptance

- (a) Once you have accepted this Offer, you will not be able to revoke your acceptance. The contract resulting from your acceptance will be binding on you and you will be unable to withdraw the Relevant Shares from the Offer or otherwise dispose of the Relevant Shares.
- (b) By signing and returning the Acceptance Form, or otherwise accepting this Offer pursuant to section 8.3 of this Bidder's Statement, you will be deemed to have:
 - (i) accepted this Offer (and any variation of it) in respect of the Relevant Shares, subject to section 8.1(e) and section 8.1(f) of this Bidder's Statement;
 - (ii) represented and warranted to MHG-FGH, as a fundamental condition going to the root of the contract resulting from your acceptance, that at the time of acceptance, and the time the transfer of the Relevant Shares (including any rights) to MHG-FGH is registered, that all the Relevant Shares are and will be free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise), that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in the Relevant Shares (including any Rights) to MHG-FGH, and that you have paid to FGI all

amounts which at the time of acceptance have fallen due for payment to FGI in respect of the Relevant Shares;

- (iii) irrevocably authorised MHG-FGH (and any director, secretary or nominee of MHG-FGH) to alter the Acceptance Form on your behalf by inserting correct details of the Relevant Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by MHG-FGH to make it an effective acceptance of this Offer or to enable registration of the Relevant Shares in the name of MHG-FGH;
- (iv) if you signed the Acceptance Form in respect of Shares which are held in a CHES Holding, irrevocably authorised MHG-FGH (or any director, secretary or agent of MHG-FGH) to instruct your Controlling Participant to initiate acceptance of this Offer in respect of the Relevant Shares in accordance with Rule 14.14 of the ASX Settlement Operating Rules;
- (v) if you signed the Acceptance Form in respect of Shares which are held in a CHES Holding, irrevocably authorised MHG-FGH (or any director, secretary or agent of MHG-FGH) to give any other instructions in relation to the Relevant Shares to your Controlling Participant, as determined by MHG-FGH acting in its own interests as a beneficial owner and intended registered holder of those Shares;
- (vi) irrevocably authorised and directed FGI to pay to MHG-FGH, or to account to MHG-FGH for, all Rights in respect of the Relevant Shares, subject, if this Offer is withdrawn, to MHG-FGH accounting to you for any such Rights received by MHG-FGH;
- (vii) irrevocably authorised MHG-FGH to notify FGI on your behalf that your place of address for the purpose of serving notices upon you in respect of the Relevant Shares is the address specified by MHG-FGH in the notification;
- (viii) to have irrevocably appointed MHG-FGH (and any director, secretary or nominee of MHG-FGH) severally from time to time as your true and lawful attorney to exercise all your powers and rights in relation to the Relevant Shares, including (without Limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings of FGI and to request FGI to register, in the name of MHG-FGH or its nominee, the Relevant Shares, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable);
- (ix) to have agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of FGI or to exercise or purport to exercise any of the powers and rights conferred on MHG-FGH (and its directors, secretaries and nominees) in section 8.5(b)(viii) of this Bidder's Statement;
- (x) agreed that in exercising the powers and rights conferred by the powers of attorney granted under section 8.5(b)(viii) of this Bidder's Statement, the attorney will be entitled to act in the interests of MHG-FGH as the beneficial owner and intended registered holder of the Relevant Shares;
- (xi) agreed to do all such acts, matters and things that MHG-FGH may require to give effect to the matters the subject of this section 8.5(b) (including the execution of a written form of proxy to the same effect as this section 8.5(b) which complies in

all respects with the requirements of the constitution of FGI) if requested by MHG-FGH;

- (xii) agreed to indemnify MHG-FGH 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 the Relevant Shares to MHG-FGH being registered by FGI without production of your Holder Identification Number or your Securityholder Reference Number for the Relevant Shares;
 - (xiii) represented and warranted to MHG-FGH that, unless you have notified it in accordance with section 8.1(f) of this Bidder's Statement, the Relevant Shares do not consist of separate parcels of Shares;
 - (xiv) irrevocably authorised MHG-FGH (and any nominee) to transmit a message in accordance with Rule 14.17 of the ASX Settlement Operating Rules to transfer the Relevant Shares to MHG-FGH's Takeover Transferee Holding, regardless of whether it has paid the consideration due to you under this Offer; and
 - (xv) agreed to execute all such documents, transfers and assurances, and do all such acts, matters and things that MHG-FGH may consider necessary or desirable to convey the Relevant Shares registered in your name and Rights to MHG-FGH.
- (c) The undertakings and authorities referred to in section 8.5(b) of this Bidder's Statement will remain in force after you receive the consideration for the Relevant Shares and after MHG-FGH becomes registered as the holder of the Relevant Shares.

9. CONDITIONS OF THIS OFFER

9.1 Conditions

This Offer and the contract that results from acceptance of this Offer are subject to fulfilment of the conditions set out in Appendix 1.

9.2 Nature of conditions

Each of the conditions set out in each paragraph and subparagraph of Appendix 1:

- (a) constitutes and will be construed as a separate, several and distinct condition;
- (b) is a condition subsequent; and
- (c) until the expiration of the Offer Period (or in the case of the conditions referred to in paragraph 2 of Appendix 1 (Prescribed Occurrences), until three business days after the end of the Offer Period) will be for the benefit of MHG-FGH alone and may be relied upon only by MHG-FGH.

9.3 Effect of breach or non-fulfilment

The breach or non-fulfilment of any of the conditions subsequent set out in Appendix 1 does not, until the end of the Offer Period, prevent a contract arising to acquire your FGI Shares resulting from your acceptance of this Offer but, if at the end of the Offer Period (or, in the case of the conditions in paragraph 2 of Appendix 1 (Prescribed Occurrences) at the end of three business days after the end of the Offer Period), in respect of any condition in Appendix 1:

- (a) MHG-FGH has not declared this Offer (and it has not become) free from that condition; and
- (b) that condition has not been fulfilled,

all contracts resulting from the acceptance of the Offer and all acceptances that have not resulted in binding contracts are void. In such a case, MHG-FGH will notify ASX Settlement of the lapse of the Offer in accordance with Rule 14.19 of the ASX Settlement Operating Rules.

9.4 MHG-FGH may decide Offer is free from all or any of the conditions

MHG-FGH may at any time at its sole discretion, but in compliance with the Corporations Act, declare the Offer free from all (or any) of the conditions set out in each paragraph and subparagraph of Appendix 1 by notice in writing to FGI:

- (a) in the case of the conditions referred to in paragraph 2 of Appendix 1 (Prescribed Occurrences) - not later than three business days after the end of the Offer Period; or
- (b) in any other case - not later than seven days before the end of the Offer Period.

9.5 Date for giving notice on status of conditions

The date for giving a notice on the status of the conditions as required by section 630(1) of the Corporations Act is 10 May 2016, subject to variation in accordance with section 630(2) of the Corporations Act in the event that the Offer Period is extended.

10. EFFECT OF ACCEPTANCE

10.1 Revocation of acceptance

Once you have accepted this Offer, you will not be able to revoke your acceptance and the contract resulting from your acceptance will be binding on you. In addition, you will be unable to withdraw your acceptance of this Offer or otherwise dispose of your FGI Shares, except as follows:

- (a) if, by the times specified in section 10.2, the conditions in Appendix 1 have not all been fulfilled or waived, then this Offer will automatically terminate and your FGI Shares will be returned to you; or
- (b) if the Offer Period is varied in a way that postpones for more than one month the time when MHG-FGH has to meet its obligations under the Offer and, at that time, this Offer is subject to one or more of the conditions in Appendix 1, then you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act.

10.2 Times

The relevant times for the purposes of section 10.1 are:

- (a) in the case of the Defeating Conditions referred to in paragraph (g) of Appendix 1 (Prescribed Occurrences) - three business days after the end of the Offer Period; and
- (b) in the case of all other Defeating Conditions - the end of the Offer Period.

10.3 Your agreement

By signing and returning the Acceptance Form, or otherwise accepting this Offer you will be deemed to have:

- (a) irrevocably authorised MHG-FGH to alter the Acceptance Form on your behalf by:
 - (i) inserting correct details of your FGI Shares (including details of a parcel of FGI Shares required by section 8.4(b));
 - (ii) filling in any blanks remaining on the Acceptance Form; and
 - (iii) rectifying any errors in, and omissions from, the Acceptance Form,as may be necessary to make the Acceptance Form a valid acceptance of this Offer and to enable registration of the transfer of your FGI Shares to MHG-FGH, and agreed to provide any document reasonably requested by MHG-FGH to make the Acceptance Form a valid acceptance of this Offer or to otherwise give better effect to your acceptance; and
- (b) if any of your FGI Shares are in a CHESS Holding, irrevocably authorised MHG-FGH to:
 - (i) instruct your Controlling Participant to initiate acceptance of this Offer in respect of all such FGI Shares in accordance with the ASX Settlement Operating Rules; and
 - (ii) give any other instructions in relation to those FGI Shares to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant; and

- (c) agreed to indemnify MHG-FGH 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 HIN or SRN or in consequence of the transfer of your FGI Shares to MHG-FGH being registered by FGI without production of your HIN or SRN; and
- (d) irrevocably accepted this Offer in respect of all your FGI Shares despite any difference between that number and the number of FGI Shares shown on the Acceptance Form; and
- (e) agreed to the terms and conditions of this Offer and, subject to the conditions contained in Appendix 1 being fulfilled or waived, agreed to transfer (or consented to the transfer in accordance with the ASX Settlement Operating Rules) to MHG-FGH of your FGI Shares; and
- (f) represented and warranted to MHG-FGH, as a fundamental condition of the contract resulting from your acceptance of this Offer, that at the time of acceptance and at the time of transfer of your FGI Shares to MHG-FGH:
 - (i) you have paid to FGI all amounts which are due for payment in respect of your FGI Shares; and
 - (ii) all of your FGI Shares are fully paid and free from all Encumbrances and restrictions on transfer of any nature; and
 - (iii) you have full power and capacity to sell and transfer those FGI Shares; and
- (g) on this Offer or any takeover contract becoming unconditional:
 - (i) irrevocably appointed MHG-FGH and each of its directors from time to time individually as your agent and attorney on your behalf to:
 - (A) attend and vote in respect of your FGI Shares at all general meetings of FGI;
 - (B) at MHG-FGH's discretion, pay FGI, or any other party, all or part of any amounts contemplated by these terms;
 - (C) receive from FGI or any other party, and retain, any share certificates which were held by FGI, or any other party, whether pursuant to the terms of any employee incentive scheme (including, without limitation, any employee share scheme) or otherwise; and
 - (D) sign all documents (including an instrument appointing one of MHG-FGH's directors as a proxy in respect of any or all of your FGI Shares and any application to FGI for a replacement certificate in respect of any share certificate which has been lost or destroyed) and resolutions relating to your FGI Shares, and generally to exercise all powers and rights which you may have as a FGI Shareholder and perform such actions as may be appropriate in order to vest good title in your FGI Shares in MHG-FGH, and to have agreed that, in exercising such powers, any such director is entitled to act in

MHG-FGH's interests as the beneficial owner and intended registered holder of your FGI Shares; and

- (ii) agreed not to vote in person at any general meeting of FGI or to exercise (or purport to exercise) in person, by proxy or otherwise, any of the powers conferred on the directors of MHG-FGH by section 10.3(g)(i); and
- (iii) irrevocably authorised and directed MHG-FGH to direct FGI to pay to MHG-FGH, or to account to MHG-FGH for, all Rights in respect of your FGI Shares, subject to MHG-FGH accounting to you for any such Rights received by MHG-FGH if this Offer is withdrawn or any contract resulting from your acceptance to this Offer is rescinded or rendered void; and
- (iv) irrevocably authorised MHG-FGH to notify FGI on your behalf that your place of address for the purposes of serving notices upon you in respect of your FGI Shares is the address specified by MHG-FGH in the notification; and
- (v) where, at that time, you have a right to be registered as a holder of the FGI Shares the subject of your acceptance as the result of an on-market purchase (but are not a FGI Shareholder):
 - (A) agreed to use reasonable endeavours to procure the delivery of the FGI Shares the subject of your acceptance to MHG-FGH in accordance with your acceptance (including giving MHG-FGH all documents necessary to vest those FGI Shares in MHG-FGH or otherwise to give MHG-FGH the benefit or value of those FGI Shares);
 - (B) agreed not do or omit to do anything which may frustrate your acceptance of this Offer, or otherwise obstruct registration of the transfer of the FGI Shares the subject of your acceptance to MHG-FGH;
 - (C) irrevocably assigned to MHG-FGH all contractual rights and recourse against the vendor in respect of your on-market purchase which contractual rights and recourse may arise by reason of that person's failure to complete that trade;
 - (D) agreed to assign to MHG-FGH (without any further action being required) all rights in respect of your on-market purchase immediately on any failure by you to complete that trade, including irrevocably assigning to MHG-FGH the right to (at MHG-FGH's ultimate discretion) complete that trade on your behalf, and agreed that MHG-FGH may deduct from the consideration otherwise payable to you (pursuant to a valid acceptance of this Offer and the delivery of the FGI Shares the subject of that acceptance) any amount paid by MHG-FGH in order to settle that on-market purchase on your behalf. If MHG-FGH does not, or cannot, make such a deduction, you must pay such amount to MHG-FGH; and
 - (E) agreed that if you are unable to assign to MHG-FGH any of the rights and recourse specified under section 10.3(g)(v)C and section 10.3(g)(v)D, you will assign such rights and recourse as soon as you are legally able to;
- (h) if at the time of acceptance of this Offer your FGI Shares are in a CHESS Holding, authorised, with effect from the date that this Offer or any contract resulting from acceptance of this Offer is declared free from all its conditions or those conditions are

satisfied, MHG-FGH to cause a message to be transmitted to ASX Settlement in accordance with Rule 14.17.1 of the ASX Settlement Operating Rules so as to transfer all of your FGI Shares to the MHG-FGH's Takeover Transferee Holding. MHG-FGH will be so authorised even though at the time of such transfer it has not provided the consideration due to you under this Offer; and

- (i) authorised and directed MHG-FGH to pay to FGI so much of the consideration otherwise payable to you as is required to discharge any outstanding debt owing by you to FGI (if any) under the terms of any employee incentive scheme.

By accepting this Offer you will be deemed to have agreed to the matters set out in section 10.3(a) to (h), notwithstanding where this Offer has been caused to be accepted in accordance with the ASX Settlement Operating Rules.

- (j) Except in relation to FGI Shares in a CHESS Holding, MHG-FGH may any time deem the receipt of a signed Acceptance form to be a valid acceptance of this Offer even though you omit to include your share certificate(s) (if any) or there is a non-compliance with any one or more of the other requirements for acceptance but, if MHG-FGH does so, MHG-FGH is not obliged to make the consideration available to you until all of the requirements for acceptance have been met.

10.4 Payment of consideration

- (a) Subject to this section 10 and the Corporations Act, MHG-FGH will dispatch the consideration due to you for the Relevant Shares within seven Business Days after the date of close of the Offer (or if your Shares have been acquired under the compulsory acquisition process referred to in section 6.2) then within 7 Business Days after conclusion of that process.
- (b) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney):
 - (i) if that document is given with your Acceptance Form, MHG-FGH will provide the consideration in accordance with section 10.4(a) of this Bidder's Statement; or
 - (ii) if that document is given after your Acceptance Form MHG-FGH will provide the consideration due to you on or before the date which is seven Business Days after that document is given.
- (c) If you accept this Offer, MHG-FGH is entitled to all Rights in respect of the Relevant Shares. MHG-FGH may require you to provide all documents necessary to vest title to those Rights in MHG-FGH, or otherwise to give it the benefit or value of those Rights. If you do not give those documents to MHG-FGH, or if you have (or any previous owner of the Relevant Shares has) received the benefit of those Rights MHG-FGH will deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by MHG-FGH) of those Rights. However, no amount will be deducted in respect of the franking credits (if any) attached to the Rights.
- (d) The consideration payable by MHG-FGH to you under the Offer will be paid to you by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or in the case of overseas shareholders, by airmail) at the address as shown either, at the discretion of MHG-FGH, on your Acceptance Form or the register copy supplied by FGI from time to time.

(e) If at the time you accept the Offer, any authority, clearance or approval is required for you to receive any consideration for the Relevant Shares, including (but not limited to) any authority, clearance or approval of:

- (i) the Reserve Bank of Australia (whether under the *Banking (Foreign) Exchange Regulations 1959* (Cth) or otherwise);
- (ii) the Minister for Foreign Affairs (whether under the *Charter of the United Nations Act 1945* (Cth), the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth) or any other regulations made thereunder, or otherwise);
- (iii) the ATO; or;
- (iv) any other person as required by any other law of Australia that would make it unlawful for MHG-FGH to provide any consideration for the Relevant Shares,

then you will not be entitled to receive any consideration for the Relevant Shares until all requisite authorities, clearances or approvals have been received by MHG-FGH.

10.5 Withdrawal of this Offer

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, MHG-FGH will give notice of the withdrawal to ASX and to FGI and will comply with any other conditions imposed by ASIC.
- (b) If the Offer is withdrawn, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) A withdrawal pursuant to section 10 will be deemed to take effect:
 - (i) if the withdrawal is not subject to conditions imposed by ASIC, after the date on which that consent in writing is given by ASIC; or
 - (ii) if the withdrawal is subject to conditions imposed by ASIC, after the date on which those conditions are satisfied.

10.6 Variation of this Offer

MHG-FGH may vary this Offer in accordance with the Corporations Act.

10.7 No stamp duty payable by you

MHG-FGH will pay any stamp duty on the transfer of the Relevant Shares to it.

10.8 Fractional entitlements

Where the calculation of the consideration to be paid to a particular FGI Shareholder would result in the FGI Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

10.9 Governing laws

This Offer and any contract that results from your acceptance of it are to be governed by the laws in force in New South Wales, Australia.

11. OTHER MATERIAL INFORMATION

11.1 Regulatory matters

MHG-FGH is an Australian incorporated company. Accordingly, other than to follow the procedures set out in this document, no regulatory approval is necessary for MHG-FGH to make the Offer.

11.2 Date for determining holders of FGI Shares

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom Information is to be sent under items 6 and 12 of subsection 633(1) is the Register Date.

11.3 Interests in FGI securities

As at the date of this Bidder's Statement:

- (a) MHG-FGH's voting power in FGI was 19.9% (via the shareholding of its related party, HFR);
- (b) Similarly, MHG-FGH had a Relevant Interest in 16,142,593 FGI Shares.

11.4 Dealing in Shares

(a) Previous 4 months

Apart from the announced acquisition by HFR of 16,142,593 FGI Shares from Phoenix on 31 March 2016, neither MHG-FGH nor MHGCorp nor any of their respective Associates has provided, or agreed to provide, consideration for Shares under any purchase or agreement during the 4 months preceding the date of this Bidders Statement.

(b) Period before Offer

Apart from the announced acquisition by MHG-FGH of 16,142,593 FGI Shares from Phoenix on 31 March 2016, neither MHG-FGH nor MHGCorp nor any of their respective Associates has provided, or agreed to provide, consideration for Shares under any purchase or agreement during the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Offer, except as described below.

11.5 No pre-Offer benefits

During the period of 4 months before the date of this Bidder's Statement to the date before the date of the Offer, neither MHG-FGH nor MHGCorp nor any of their respective Associates has given, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an Associate of the other person, to:

- (a) accept the Offer; or
- (b) dispose of FGI Shares,

and which is not offered to all holders of FGI Shares under the Offer.

11.6 No escalation agreements

Neither MHG-FGH nor MHGCorp nor any of their respective Associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

11.7 Statement of intended acceptance

As at the date of this Bidder's Statement, each of Phoenix and Nightingale which together have an indirect interest in approximately 14.16% FGI Shares and each of the directors of FGI who collectively have direct or indirect interests in approximately 9.37% FGI Shares has indicated to MHG-FGH that they intend to accept the Offer in respect of all of those Shares as soon as practicable after the Offer opens for acceptance.

11.8 Consents to be named

Each of Phoenix and Nightingale has given written consent to be named in this Bidder's Statement in the form and context in which it is so named and has not withdrawn that consent as at the date of this Bidder's Statement.

Sekel Oshry Lawyers has given written consent to be named in this Bidder's Statement in the form and context in which it is so named and has not withdrawn that consent as at the date of this Bidder's Statement.

JB North & Co Pty Ltd has given written consent to be named in this Bidder's Statement in the form and context in which it is so named and has not withdrawn that consent as at the date of this Bidder's Statement.

Boardroom Pty Ltd has given written consent to be named in this Bidder's Statement in the form and context in which it is so named and has not withdrawn that consent as at the date of this Bidder's Statement.

In addition, as permitted by ASIC Class Order 13/523, this Bidder's Statement may include or be accompanied by certain statements:

- (a) fairly representing a statement by an official person; or
- (b) from a public official document or a published book, journal or comparable publication.

As permitted by ASIC Class Order 07/429, this Bidder's Statement also contains share price trading data sourced from S&P Capital IQ without its consent.

11.9 Social security and superannuation implications of Offer

Acceptance of the Offer may have implications under your superannuation arrangements or on your social security entitlements. If in any doubt, you should seek specialist advice.

11.10 Other material Information

Except as disclosed elsewhere in this Bidder's Statement, there is no other Information that is:

- (a) material to the making of a decision by a FGI Shareholder whether or not to accept the Offer; and
- (b) known to MHG-FGH, which has not previously been disclosed to FGI Shareholders.

12. DEFINITIONS AND INTERPRETATION

12.1 Definitions

In this Bidder's Statement and in the Acceptance Form unless the context otherwise appears, the following terms have the meanings shown below:

Term	Meaning
Acceptance Form	the acceptance form enclosed with this Bidder's Statement.
Announcement Date	the date of the announcement of the Offer by MHG-FGH, being 4 April 2016.
ASIC	the Australian Securities and Investments Commission.
Associate	has the meaning given in section 12(2) of the Corporations Act as though FGI was the "designated body".
ASX Settlement	ASX Settlement Pty Limited (ABN 49 008 504 532).
ASX Settlement Operating Rules	the operating rules of ASX Settlement which govern the administration of the Clearing House Electronic Sub register System.
ASX	as the context requires, ASX Limited (ABN 98 008 624 691) or the securities market conducted by it.
ATO	Australian Taxation Office.

Bidder's Statement	this document, being the statement of MHG-FGH under Part 6.5 Division 2 of the Corporations Act relating to the Offer.
Boardroom	Boardroom Pty Limited (ACN 003 209 836)].
Business Day	a day on which banks are open for business in Sydney and excluding a Saturday, Sunday or public holiday.
CGT	Australian capital gains tax.
CHESS Holding	a number of Shares which are registered on FGI's share register being a register administered by the ASX Settlement and which records uncertificated holdings of Shares.
Controlling Participant	in relation to Your Shares, has the same meaning as in the ASX Settlement Operating Rules.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Defeating Condition	a condition referred to in section 9 being the conditions contained in Appendix 1
FGI	FGI Industries Limited ACN 003 173 242
FGI Board	the board of directors of FGI.
FGI Director	a director of FGI.
FGI Group	FGI, its subsidiaries and its interests in any unincorporated entities.
FGI Share or Share	a fully paid ordinary share in the capital of FGI.
FGI Shareholder or Shareholder	a registered holder of FGI Shares.
Holder Identification Number	has the same meaning as in the ASX Settlement Operating Rules

Intention	an intention of MHG-FGH as expressed in section 6
Issuer Sponsored Holdings	a holding of Shares on FGI's issuer sponsored sub register
MHGCorp	MHG Corporation Pty. Limited ACN 000 784 118
MH Group	MHGCorp and its subsidiary companies
Listing Rules	the Official Listing Rules of ASX, as amended and waived by ASX from time to time.
Offer	the offer for Shares under the terms and conditions contained in section 8 of this Bidder's Statement.
Offer Amount	\$6,697,596.70, being the maximum amount that MHG-FGH could be required to pay under the Offer, as further detailed in section 6.1.
Offer Period	the period during which the Offer will remain open for acceptance in accordance with section 8 of this Bidder's Statement.
Offer Price	\$0.10 (ten cents) cash per Share.
Participant	an entity admitted to participate in the Clearing House Electronic Sub-register System under Rule 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.
Register Date	the date set by MHG-FGH under section 633(2) of the Corporations Act, notice of which will be given to the ASX in accordance with section 633(4)(a) of the Corporations Act.
Relevant Interest	has the meaning given in sections 608 and 609 of the Corporations Act.
Relevant Share	has the meaning given to that term in section 8.1 of this Bidder's Statement
Securityholder Reference Number	has the same meaning as in the ASX Settlement Operating Rules.

Substantial Holding	has the meaning given in section 8 of the Corporations Act.
Takeover Bid	the off-market takeover bid constituted by the despatch of the Offers in accordance with the Corporations Act.
Takeover Transferee Holding	has the same meaning as in the ASX Settlement Operating Rules.
Treasurer	the Treasurer of the Commonwealth of Australia.
VWAP	volume weighted average price, calculated by taking the total value of Shares traded over the period divided by the total volume of Shares traded over the period.
Your Shares	subject to section 8.1(e) and section 8.1(f), the Shares: <ol style="list-style-type: none"> 1 in respect of which you are registered, or entitled to be registered, as holder in the register of shareholders of FGI at the open of business (Sydney time) on the Register Date; or 2 to which you are able to give good title at the time you accept this Offer during the Offer Period.

12.2 Interpretation

In this Bidder's Statement and in the Acceptance Form, unless the context otherwise appears:

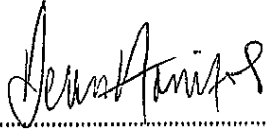
- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, Corporation or other body corporate and vice versa;
- (e) a reference to a section, attachment and schedule is a reference to a section of and an attachment and schedule to this Bidder's Statement as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, or by laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this Bidder's Statement;

- (h) a reference to time is a reference to time in Sydney, Australia;
- (i) a reference to writing includes facsimile transmissions;
- (j) a reference to dollars, \$, cents, ¢ and currency is a reference to the lawful currency of the Commonwealth of Australia; and
- (k) terms defined in the Corporations Act (but not otherwise defined in this Bidder's Statement) shall have the same meaning in this Bidder's Statement.

13. APPROVAL OF BIDDER'S STATEMENT

This Bidder's Statement has been approved by a resolution passed by the directors of MHG Flat Glass Holdings Pty Ltd.

Signed for and on behalf of
MHG Flat Glass Holdings Pty Ltd



.....
Director

Appendix 1

Conditions of the offer

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

1. MINIMUM ACCEPTANCE

At or before the end of the Offer Period, MHG-FGH has a Relevant Interest in such number of FGI Shares which represents at least 90% of the aggregate of all the FGI Shares on issue.

2. NO PRESCRIBED OCCURRENCES

During the period from the Execution Date to the end of the Offer Period (each inclusive), none of the following occur:

- (a) FGI converts all or any of its shares into a larger or smaller number of shares;
- (b) FGI or a subsidiary of FGI resolves to reduce its share capital in any way or redeem or convert the Class E Redeemable Preference Shares, or any of them;
- (c) FGI or a subsidiary of FGI enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C (1) or 257D (1) of the *Corporations Act*;
- (d) FGI or a subsidiary of FGI issues shares, or grants an option over its shares, or agrees to make such an issue or grant such an option other than any FGI Shares issued on exercise of a FGI Option on issue and announced by FGI to the ASX prior to the Execution Date;
- (e) FGI or a subsidiary of FGI issues, or agrees to issue, convertible notes;
- (f) FGI or a subsidiary of FGI disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) FGI or a subsidiary of FGI grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property;
- (h) FGI or a subsidiary of FGI resolves to be wound up;
- (i) a liquidator or provisional liquidator is appointed to FGI or to a subsidiary of FGI;
- (j) a court makes an order for the winding up of FGI or of a subsidiary of FGI;
- (k) an administrator of FGI or of a subsidiary of FGI is appointed under section 436A, 436B or 436C of the *Corporations Act*;
- (l) FGI or a subsidiary of FGI 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 FGI or a subsidiary of FGI,
- (n) each a 'Prescribed Occurrence'.

3. NO ACTION BY GOVERNMENT AGENCY ADVERSELY AFFECTING THE BID

During the period from the Execution Date to the end of the Offer Period:

- (a) there is not in effect any preliminary or final decision, order, ruling or decree issued by (or on behalf of) a Government Agency;
- (b) no action or investigation is instituted, or threatened, by any Government Agency with respect to FGI or any subsidiary of FGI; or
- (c) no application is made to any Government Agency (other than an application by MHG-FGH or any Related Body Corporate of MHG-FGH, an application under sections 657C or 657G of the *Corporations Act*, or an application commenced by a person specified in section 659B(1) of the *Corporations Act* in relation to the Bid),

in consequence of, or in conjunction with, the Bid (other than a determination by ASIC or the Takeovers Panel in exercise of the power and discretions conferred by the *Corporations Act*), which restrains or prohibits, or threatens to restrain or prohibit, or may otherwise materially adversely impact upon, the making of the Bid or the completion of any transaction contemplated by the Bid (including implementing the intentions expressed therein) or that seeks to require the divestiture by MHG-FGH of any FGI Shares, or the divestiture of any assets by FGI or by any subsidiary of FGI or by any company within the MH Group.

4. APPROVALS BY GOVERNMENT AGENCIES

During the period from the Execution Date to the end of the Offer Period, MHG-FGH receives all Approvals which are required by Law or by any Government Agency:

- (a) to permit the Offers to be made to and accepted by FGI Shareholders; or
- (b) as a result of the Offers or the successful acquisition of the FGI Shares and which are necessary for the continued operation of the business of FGI and its subsidiaries or of MHG-FGH or the MH Group,

and those Approvals are on an unconditional basis and remain in force in all respects and there is no notice or indication of intention to revoke, suspend, restrict, modify or not renew those Approvals.

5. NO MATERIAL ACQUISITIONS, DISPOSALS, ETC

Except for any proposed transaction publicly announced by FGI through the ASX before the Execution Date, none of the following events occurs before the end of the Offer Period without the written consent of MHG-FGH:

- (a) FGI, or any subsidiary of FGI, acquires, offers to acquire or agrees to acquire one or more companies or assets (or an interest in one or more companies or assets) for an amount in aggregate greater than \$200,000 or makes an announcement about such an acquisition;
- (b) FGI, or any subsidiary of FGI, disposes, offers to dispose or agrees to dispose of, or creates, or offers to create, an equity interest in one or more companies or assets (or an interest in one or more companies or assets) for an amount or value in aggregate greater than \$200,000 or makes an announcement about such a disposal or creation;
- (c) FGI, or any subsidiary of FGI, enters into, offers to enter into or announces that it proposes to enter into any joint venture, partnership or management agreement involving a commitment of greater than \$200,000 or dual listed company structure, or makes an announcement about such a commitment;
- (d) FGI, or any subsidiary of FGI, incurs or commits to, or grants to another person a right the exercise of which would involve FGI or any subsidiary of FGI incurring or committing to, any capital expenditure or liability for one or more related items of greater than \$200,000 or makes an announcement about such a commitment; or

6. NO MATERIAL FAILINGS IN FILINGS

MHG-FGH does not become aware, during the period from the Execution Date to the end of the Offer Period, that:

- (a) any document filed by or on behalf of FGI with ASX or ASIC contains a statement which is incorrect or misleading in any material respect or from which there is a material omission; or
- (b) FGI has made or not made an announcement in breach of its continuous disclosure obligations.

7. NON-EXISTENCE OF CERTAIN RIGHTS

No person has any right (whether subject to conditions or not) as a result of MHG-FGH acquiring FGI Shares to:

- (a) acquire, or require FGI or a subsidiary of FGI to dispose of, or offer to dispose of, any material asset of FGI or a subsidiary of FGI;
- (b) terminate or vary any material agreement with FGI or a subsidiary of FGI; or
- (c) accelerate or adversely modify the performance or occurrence of any obligations of FGI or any of its subsidiaries in a material respect under any material agreements, contracts or other legal arrangements.

8. NO FORCE MAJEURE EVENT

During the period from the Execution Date to the end of the Offer Period, no outbreak of hostilities (whether war is declared or not) or terrorism, mobilisation of armed forces, civil or political unrest or labour disturbance, fire or natural

disaster, material increase in the intensity of any of the above events or other event beyond the control of FGI or its subsidiaries occurs which affects or is likely to affect the assets, liabilities, financial position, performance, profitability or prospects of FGI or any of its subsidiaries.

9. KEY EMPLOYEES

During the period from the Execution Date to the end of the Offer Period, there is no termination of employment of any key employee of FGI (including in particular, Jim Buchan, Farzana Khan, Nick O'Connor and Frank D'Urso) by reason of resignation or dismissal or suspension of employment for cause.

10. NO MATERIAL ADVERSE CHANGE TO FGI

- (a) During the period from the Execution Date to the end of the Offer Period, (no event occurs that will or is reasonably likely to have a material adverse effect on the assets and liabilities, financial position and performance, profits and losses or prospects of FGI and the FGI Subsidiaries, including as a result of making the Offer or the acquisition of FGI Shares pursuant to the Offer. These events include, but are not limited to:
- (i) any event of circumstance which constitutes or gives rise to or may (upon the passage of time, the fulfilment of any condition, or the giving of notice or taking of any other action by a Public Authority or any other person) give rise to the suspension, revocation, disclaimer, invalidity, unenforceability, variation, lapse or termination of all or any material rights under any Material Contract;
 - (ii) have a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the FGI Group, taken as a whole by an amount of \$500,000 or more; or
 - (iii) that occurs prior to the Offer Period but is only announced by FGI to the ASX, or in relation to which MHG-FGH otherwise becomes aware, during or after the Announcement Date;
 - (iv) that will or is likely to occur following the Offer Period and which has not been announced by FGI to the ASX prior to the Announcement Date,
- but does not include:
- (v) any matter fairly disclosed to MHG-FGH or its representatives or to the ASX or otherwise widely known publicly on or before the Announcement Date;
 - (vi) any change in general economic, financial, currency exchange, securities or commodities market conditions; or

- (vii) any change in accounting policy required by law;

11. NO DISTRIBUTION

Other than as announced by FGI before the Execution Date, FGI (each subsidiary of FGI) does not, before the end of the Offer Period, make or declare, or announce an intention to make or declare, any distribution (whether by way of dividend, capital reduction or otherwise) and irrespective of whether it is cash or in specie.

12. OTHER PERSONS ACQUIRING A RELEVANT INTEREST

Other than as announced through the ASX before the Execution Date, before the end of the Offer Period no person or persons (other than MHG-FGH and its Associates) acquire a Relevant Interest in 10% or more of FGI Shares.

13. CONDUCT OF BUSINESS

- (a) Between the Announcement Date and the end of the Offer Period:
 - (i) FGI or a FGI Subsidiary does not:
 - (ii) change the terms of any Material Contract to the material detriment of FGI or the FGI Subsidiary (as relevant);
 - (iii) terminate any Material Contract;
 - (iv) pay, discharge or satisfy any claims, liabilities or obligations under any Material Contract other than in accordance with past practice and consistent with the existing contract terms; or
 - (v) waive any material claims or rights under, or waives any benefit of any provisions of, any Material Contract; or
 - (vi) forgive or cancel, or resolve to forgive or cancel, any part or the whole of any loan provided by FGI or a FGI Subsidiary that remains outstanding as at the Announcement Date (including but not limited to any loan granted to any employee or executive of any member of the FGI Group or to any other person);] or
- (b) the board of directors of FGI does not, and does not agree to grant any Options;

CORPORATE DIRECTORY

Legal Adviser

Sekel Oshry Lawyers
Level 8
23 Hunter Street
Sydney NSW 2000 Australia

Corporate Adviser

JB North & Co Pty Ltd
Suite 509 180 Ocean Street
Edgecliff NSW 2027

Share registrar for the Offer

Boardroom Pty Ltd
Level 12 Grosvenor Place
225 George Street Sydney NSW 2000

Offer Information line

Callers within Australia: 1300 737 760
Callers outside Australia: +61 2 9290 6000
Email - corporateactions@boardroomlimited.com.au

ACCEPTANCE AND TRANSFER FORM

In respect of the Offer by MHG Flat Glass Holdings Pty Ltd (ACN 611 572 206) (MHG-FGH) to acquire all of your ordinary shares in Flat Glass Industries Limited (ACN 003 173 242) (FGI).

**THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION
IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL, LEGAL OR OTHER PROFESSIONAL ADVISER
IMMEDIATELY**

STEP 1 – Check your details below (see over)

Number of FGI
Shares you hold

HIN / SRN

Sub-register

Use this Acceptance Form to accept the Offer by MHG-FGH for all your FGI Shares on the terms set out in the Bidder's Statement. You should read the Bidder's Statement which accompanies this Acceptance Form. Capitalised terms used in this Acceptance Form have the same meaning as in the Bidder's Statement unless otherwise defined. By accepting the Offer, you are accepting for ALL of your FGI Shares (even if different to the number of shares stated above). You cannot accept for only part of your FGI Shares.

If you need help completing this Acceptance Form, please contact the MHG-FGH Offer Information Line during business hours on 1300 737 760 (within Australia) or +61 2 9290 9600 (from outside Australia), which is available Monday to Friday between 9am and 5pm (Sydney time).

STEP 2 – For Issuer Sponsored Holdings only

If your FGI Shares are held on the Issuer Sponsored Sub-register (see "Sub-register" above) or if at the time of your acceptance you are entitled to be (but are not yet) registered as a holder of your FGI Shares, to accept the Offer you must sign below and return this form.

OFFER CONSIDERATION

(\$0.10 Cash for each FGI Share, unless the Offer is varied to increase the price)

STEP 3 – For CHESS Holdings only

If your FGI Shares are held on the CHESS Sub-register (see "Sub-register" above) to accept the Offer you can either:

- Contact your Controlling Participant – normally your broker – and instruct them to accept the Offer on your behalf (If you do that, you do not need to complete and return this Acceptance Form);

OR

- If you want MHG-FGH to contact your Controlling Participant on your behalf, write their details here and sign and return this form. By doing so you authorise MHG-FGH to instruct your Controlling Participant to initiate acceptance of the Offer in accordance with the ASX Settlement Operating Rules.

BROKER DETAILS (CHESS HOLDINGS ONLY)

Your Broker's Name:

Your Broker's Address:

Your Broker's
Telephone Number:

STEP 4 – Sign as indicated below

I/We, the securityholder(s) named above, being the holder(s) of FGI Shares:

- ACCEPT the Offer in respect of ALL of my/our FGI Shares;
- AGREE TO TRANSFER my/our FGI Shares to MHG-FGH for the consideration specified in the Offer, and in accordance with the terms of the Offer;
- AUTHORISE MHG-FGH, its officers and their agents to correct any errors in or omissions from this Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the FGI Shares to MHG-FGH and
- AGREE to be bound by the terms of the Offer.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Sole Director and Sole Company Secretary

Director

Director/Company Secretary (delete one)

Dated ___/___/2016

Please enter your telephone number where you may be contacted during business hours

Telephone number: _____

Your acceptance must be received BEFORE the Offer Period ends. If the Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 5pm (Sydney time) on 17 May 2016 (unless the Offer is withdrawn or extended).

1. Your Name & Address details

Your pre-printed name and address is as it appears on the share register of FGI. If you are Issuer Sponsored and this information is incorrect, please make the correction on this form and initial the correction. Securityholders sponsored by a broker on the CHESSE Sub-register should advise their broker of any changes.

2. Issuer Sponsored Holdings

(as indicated by "Issuer Sponsored" appearing next to "Sub-register" on this Acceptance Form)

If your FGI Shares are in an Issuer Sponsored Holding, or if you are not yet registered as the holder of your FGI Shares, then to accept the Offer, you must fill out this Acceptance Form overleaf and return it to one of the addresses shown below.

3. CHESSE Holdings

(as indicated by "CHESSE" appearing next to "Sub-register" on this Acceptance Form)

If your FGI Shares are in a CHESSE Holding, you do not need to complete and return this Acceptance Form to accept the Offer. You can contact your Controlling Participant, normally your broker, and instruct them to accept the Offer on your behalf. If you decide to use this Acceptance Form, follow the instructions below.

It is the responsibility of the eligible shareholder to allow sufficient time for their Controlling Participant to initiate acceptance on their behalf in accordance with ASX Settlement Operating Rule 14.14. You must ensure that this form is received by your Controlling Participant in sufficient time before the end of the Offer Period to enable your Controlling Participant to effect acceptance on CHESSE during business hours.

If your holding is CHESSE sponsored and you send your Acceptance Form to Boardroom Pty Limited, we will send the relevant acceptance message to CHESSE for forwarding to your Controlling Participant for acknowledgement. Neither MHG-FGH nor Boardroom Pty Limited will be responsible for any delays incurred by this process.

4. Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:

Where the shareholding is in more than one name all of the FGI Shareholders must sign.

Deceased Estate:

All executors must sign and, if not already noted by the FGI registry, attach a certified copy of probate, letters of administration or grant accompanied (where required by law for the purpose of the transfer) by a certificate of payment of death or succession duties and (if necessary) a statement in terms of section 1071B(9)(b)(iii) of the Corporations Act.

Power of Attorney:

To sign under power of attorney, you must attach an original certified copy of the power of attorney to this form when you return it. By signing this form under a power of attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement.

Companies:

This form must be signed by either 2 directors or a director and a company secretary. Alternatively, where the company has a sole director and, pursuant to the Corporations Act, there is no company secretary, or where the sole director is also the sole company secretary, that director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your FGI Shares** – if you have sold all of your FGI Shares, please send this form and your Bidder's Statement to the stockbroker who acted on your behalf.
- Recently bought or sold FGI Shares** – if you have recently bought or sold any FGI Shares, your holding may differ from that shown on the front of this form. If so, please alter the number of FGI Shares shown as your registered holding on the front of this form to the number of FGI Shares you now hold (including any FGI Shares of which you are entitled to become registered as holder), initial the alteration and indicate the name of the stockbroker who acted for you.

Information you supply on this Acceptance Form will be used by MHG-FGH and Boardroom Pty Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to MHG-FGH's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Boardroom Pty Limited's privacy policy on its website www.boardroomlimited.com.au.

If you deliver this Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Boardroom Pty Limited
MHG Flat Glass Holdings Pty Ltd Takeover Offer
GPO Box 3993
Sydney NSW 2001

Delivery in person

Boardroom Pty Limited
MHG Flat Glass Holdings Pty Ltd Takeover Offer
Level 12, 225 George Street
SYDNEY NSW 2000

If the Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.