

Disclosure of beginning to have substantial holding

Section 276, Financial Markets Conduct Act 2013

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

To NZX Limited

and

To Tegel Group Holdings Limited (**Tegel**)

Date this disclosure made: 3 May 2016

Date on which substantial holding began: 3 May 2016

Substantial product holder(s) giving disclosure

Full name(s): Intermediate Capital Hong Kong Limited

Summary of substantial holding

Class of quoted voting products: Ordinary shares in Tegel (TGH)

Summary for Intermediate Capital Hong Kong Limited

For this disclosure,—

- (a) total number held in class: 9,699,417
- (b) total in class: 85,856,337
- (c) total percentage held in class: 11.297%

Details of relevant interests

Details for Intermediate Capital Hong Kong Limited

Nature of relevant interest(s): Registered holder and beneficial owner of ordinary shares in Tegel, which interest is qualified by a conditional agreement for sale and purchase of shares in Tegel between Tegel, TGHLNZ Limited, Asia Investment Capital 1 Limited (**AIC**) and Intermediate Capital Hong Kong Limited, dated 31 March 2016 (the **SPA**). A copy of the SPA (which comprises 12 pages) is attached to this disclosure notice.

For that relevant interest,—

- (a) number held in class: 1,777,244
- (b) percentage held in class: 2.070%
- (c) current registered holder(s): Intermediate Capital Hong Kong Limited
- (d) registered holder(s) once transfers are registered: TGHLNZ Limited

For a derivative relevant interest, also—

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

Nature of relevant interest(s): Intermediate Capital Hong Kong Limited is a related body of Intermediate Capital Asia Pacific 2008 GP Limited (**ICAP**), and accordingly has the same relevant interests as ICAP. Acting in its capacity as general partner of the Intermediate Capital Asia Pacific 2008 Limited Partnership, ICAP is the registered holder of, and has the power to exercise the right to vote attaching to, all shares in AIC and for that reason has the same relevant interests as AIC. AIC is a registered holder and beneficial owner of ordinary shares in Tegel, which interest is qualified by the conditional SPA. A copy of the SPA (which comprises 12 pages) is attached to this disclosure notice.

For that relevant interest,—

- (a) number held in class: 7,922,173
- (b) percentage held in class: 9.227%
- (c) current registered holder(s): Asia Investment Capital 1 Limited
- (d) registered holder(s) once transfers are registered: TGHLNZ Limited

For a derivative relevant interest, also—

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

Details of transactions and events giving rise to substantial holding

Details of the transactions or other events requiring disclosure:

Intermediate Capital Hong Kong Limited has been advised that Tegel and NZX Limited entered into a listing agreement dated 3 May 2016, which has resulted in Intermediate Capital Hong Kong Limited and AIC each becoming a substantial product holder of Tegel for the purposes of the Financial Markets Conduct Act 2013.

Under the SPA, each of Intermediate Capital Hong Kong Limited and AIC have conditionally agreed to sell their ordinary shares in Tegel to TGHLNZ Limited at the price per share

which shares in Tegel will be allotted under the Offer (as described in the SPA), which qualifies their respective relevant interests.

Additional information

Address(es) of substantial product holder(s): Intermediate Capital Hong Kong Limited
36F Edinburgh Tower,
15 Queens Road Central
Hong Kong

Contact details: Chris Heine, +852 2978 2106, chris@icgplc.com

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: TGHLNZ Limited, Asia Investment Capital 1 Limited

Certification

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

Agreement for sale and purchase of shares in Tegel Group Holdings Limited

Tegel Group Holdings Limited (**Company**)

TGHLNZ Limited (**Purchaser**)

The persons named in Schedule 1 (**Vendors**)

MinterEllisonRuddWatts

Agreement for sale and purchase

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Details

Date 31 March 2016

Parties

Name	Tegel Group Holdings Limited
Short name	Company
Notice details	100 Carlton Gore Road, Newmarket, Auckland Attention: Peter McHugh Email: peter.mchugh@tegel.co.nz

Name	TGHLNZ Limited
Short name	Purchaser
Notice details	100 Carlton Gore Road, Newmarket, Auckland Attention: Peter McHugh Email: peter.mchugh@tegel.co.nz

Name	The persons named in Schedule 1
Short name	Each a Vendor and together the Vendors
Notice details	As set out in Schedule 1

Background

In connection with the proposed initial public offering of the Company, the Vendors have agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares on the terms and conditions set out in this Agreement.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Agreement means this agreement;

Business Day means:

- (a) for receiving a Notice under clause 7, a day that is not a Saturday, Sunday, or public holiday on which trading banks are open for general business in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, or public holiday on which trading banks are open for general business in Auckland;

Company means Tegel Group Holdings Limited, a limited liability company, registered on the New Zealand Register of Companies with the number 3233930;

Completion means the completion of the sale and purchase of the Sale Shares under clause 4 and also means the time at which such completion takes place or is to take place;

Completion Date means the date on which completion of the Offer (including the allotment by the Company of shares under the Offer) occurs;

Condition means the condition set out in clause 2.1;

Encumbrance means:

- (a) any mortgage, pledge, lien, hypothecation, encumbrance, title retention, finance lease, or sale-and-repurchase or sale-and-leaseback arrangement; and
- (b) a “security interest” as defined in section 17(1)(a) of the Personal Property Securities Act 1999 in respect of which the relevant person is the debtor;

Final Price means the price per share which shares in the Company will be allotted under the Offer;

Offer means the initial public offering of shares in the Company being made by the Purchaser and the Company in New Zealand, Australia and certain other jurisdictions pursuant to the PDS;

PDS means the product disclosure statement prepared in connection with the Offer, to be dated on or about 31 March 2016 (and any variations or amendments to that document);

Purchase Price has the meaning given to it in clause 4.1;

Sale Shares means, in respect of each Vendor, the ordinary shares in the Company set out next to that Vendor’s name in Column 2 of Schedule 1.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;

- (e) if something is to be done on a day which is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (g) wherever a time period runs from or after a day or date, that day or date shall not be included in the time period;
- (h) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (i) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)"; and
- (j) money amounts are stated in New Zealand currency.

2. Condition

2.1 Condition to Completion

Completion of the sale and purchase of the Sale Shares is conditional on:

- (a) the Company resolving to redeem, and redeeming, all the redeemable shares in the Company that are on issue for NZ\$0.970244 per redeemable share (where those redeemable shares are redeemed in connection with the Offer);
- (b) the Purchaser, subject only to Completion of this Agreement, being able to, and resolving to, transfer the Sale Shares under and in accordance with the Offer;
- (c) the Company being able to, and resolving to, allot ordinary shares under and in accordance with the Offer.

2.2 Waiver

The Condition may only be waived in writing signed by all the parties and only to the extent specifically set out in that waiver. If waived in accordance with this clause, the Condition is deemed to be satisfied.

2.3 Failure of condition

If the Condition is not satisfied on or before 30 June 2016, or such other date that the parties may agree in writing, then this Agreement may be terminated by written notice given by any party to the other parties. If this Agreement is so terminated, it will be of no further force or effect and the parties will be released from their obligations under this Agreement (except rights and obligations accrued up to and including the date that the Agreement is terminated and except for clauses which are expressed to or by their nature are intended to continue after termination).

3. Agreement for sale and purchase

3.1 Agreement to sell

Each Vendor agrees to sell, and the Purchaser agrees to purchase, the Sale Shares on the Completion Date, for the consideration and on the terms and conditions set out in this Agreement.

3.2 Performance of Contract

The sale and purchase of each parcel of Sale Shares is interdependent, such that the Purchaser's obligation to pay the purchase price is subject to the Purchaser receiving transfers of all the Sale Shares.

3.3 No Encumbrances

The Sale Shares will pass to the Purchaser free of all Encumbrances and with all rights attached to them on or after the Completion Date.

3.4 Waivers

Each Vendor hereby waives the benefit of any restrictions on transfer (including any pre-emptive rights) which it may have in relation to the Sale Shares under the shareholders agreement relating to the Company, or otherwise.

4. Purchase Price

4.1 Purchase Price

The purchase price per Sale Share shall be the amount that is equal to the Final Price.

4.2 Lowest price

For the purpose of Subpart EW of the Income Tax Act 2007, the Purchaser and each Vendor:

- (a) acknowledge that the Purchase Price is the lowest price that they would have agreed upon with respect to the sale and purchase of the Sale Shares at the time this Agreement was executed if payment had been required in full at the time at which the first right in the Sale Shares was transferred from the relevant Vendor to the Purchaser; and
- (b) agree that they will compute their taxable income for the relevant period on the basis that the Purchase Price includes no capitalised interest and they will file their New Zealand tax returns accordingly.

5. Completion

5.1 Time and place of Completion

Completion will take place immediately prior to completion of the Offer at the Auckland office of Minter Ellison Rudd Watts, or such other place agreed upon by the Company and the Purchaser.

5.2 Vendors' obligations

At Completion, each Vendor will deliver to the Purchaser:

- (a) releases of any Encumbrances over the Sale Shares;
- (b) duly executed transfers of the Sale Shares to the Purchaser in registrable form; and
- (c) the share certificates for the Sale Shares (or provide a written declaration as to the loss of that certificate, if applicable).

5.3 Company's obligations

At Completion, the Company will deliver to the Purchaser:

- (a) duly signed directors' resolutions of the Company approving the transfer of the Sale Shares to the Purchaser;
- (b) a copy of the Company's share register showing the Purchaser as the registered holder of the Sale Shares.

5.4 Purchaser's obligations

- (a) At Completion (but subject to clauses 5.4(b)), the Purchaser will satisfy the Purchase Price for the Sale Shares by paying to each Vendor the amount of the Purchase Price for the Sale Shares that is payable to that Vendor, free of all deductions.

- (b) Each Vendor agrees that payment of the Purchase Price to that Vendor will occur after the transfer of shares under the Offer (such that good title to the Sale Shares is able to be transferred under the Offer) but the Purchaser agrees that such payment will in any event occur on the Completion Date. Pending such payment, the Purchase Price will constitute a debt outstanding from the Purchaser to the relevant Vendor.
- (c) All payments by the Purchaser to the relevant Vendor or the Company must be by way of electronic transfer to the bank account specified for this purpose by that Vendor to the Purchaser in writing.

6. Warranties

6.1 Vendor warranties

Each Vendor warrants to the Purchaser, in respect of itself and the Sale Shares, that:

- (a) the Vendor is the legal and beneficial owner of the Sale Shares;
- (b) legal and beneficial ownership of the Sale Shares will pass to the Purchaser on Completion free of all Encumbrances;
- (c) the Vendor has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (d) the Vendor has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- (e) the Vendor's obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms;
- (f) the Vendor has read and understood this Agreement and has had the opportunity to obtain independent legal and financial advice about its terms and effect; and
- (g) the Vendor has not relied on any statements or representations made to it by the Purchaser or by any other person by or on behalf of the Purchaser and the Vendor has entered into this Agreement in reliance solely on its own judgement.

6.2 Purchaser warranties

The Purchaser warrants to each Vendor that:

- (a) the Purchaser has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (b) the Purchaser has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement; and
- (c) the Purchaser's obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms.

6.3 Purchaser relies on own judgment

Except for the warranties in clauses 6.1 and 6.2, all express or implied warranties and representations are excluded from this Agreement to the maximum extent permitted by the law.

6.4 Renounce action

Except for the warranties in clause 6.1, to the maximum extent permitted by law, the Purchaser renounces and unconditionally waives any cause of action against the Vendors or the Company or their respective officers, employees and advisers which it may have and discharges them from any liability at common law (including negligence) or under statute (including the Fair Trading Act 1986), arising out of this Agreement.

6.5 Contracts (Privity) Act

Clause 6.4 confers a benefit on each of the persons referred to in that clause which is intended to be enforceable by each of them in accordance with the Contracts (Privity) Act 1982.

6.6 Liability of Vendors

The individual liability of each Vendor to the Purchaser under or by virtue of this Agreement whether in contract, tort or howsoever arising shall be determined in accordance with the following provisions:

- (a) Each Vendor shall be wholly liable for its own failure to observe or perform its several obligations under this Agreement, but a Vendor shall not be liable to the Purchaser in respect of any event or circumstance arising from the failure of another Vendor to observe or perform any of its several obligations under this Agreement.
- (b) The maximum aggregate amount for which an individual Vendor shall be liable under, or by virtue of, this Agreement is limited to an amount equal to the Purchase Price received by that Vendor for its Sale Shares.

7. Notices and other communications

7.1 Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by international courier, or email to the recipient's address for Notices specified in the Details section of this Agreement as the case may be and as varied by any Notice given by the recipient to the sender.

7.2 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and it is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by international courier, on delivery;
- (c) if sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation delivery report from the sender's information system which indicates the email was sent to the email address of the addressee notified for the purposes of this clause 8),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. Miscellaneous

8.1 Further assurances

Each party agrees to execute and deliver any documents and to do all things as may reasonably be required by any other party to obtain the full benefit of this Agreement according to its true intent. This obligation continues after Completion.

8.2 No merger

The agreements, obligations, warranties and undertakings of the parties shall not merge with the sale and purchase of the Sale Shares but (to the extent that they have not been completed by

performance at Completion) shall remain enforceable to the fullest extent notwithstanding any rule of law to the contrary.

8.3 Announcements

The parties will not (except as may be required by law or by any Stock Exchange or as disclosed in, or in connection with, the PDS) make any announcement regarding this Agreement or its subject matter except in a form and manner and at such time as the parties shall agree upon in writing. This obligation continues after Completion and survives termination of this Agreement.

8.4 No waiver

No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver of such power or right. Nor shall a single exercise of any such power or right preclude further exercises of that power or right or the exercise of any other power or right under this Agreement.

8.5 No assignment

A party cannot assign or otherwise transfer or deal with in any manner the benefit or burden of this Agreement without the prior written consent of each other party.

8.6 Severability

Part or all of a provision of this Agreement that is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable may be severed from this Agreement and such determination shall not impair the enforceability of the remaining parts of the provision or provisions of this Agreement which shall remain in full force.

8.7 Costs

Each party shall be responsible for its own costs and expenses in respect of the execution and performance of this Agreement.

8.8 Independent legal advice

Each of the Vendors acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Agreement.

8.9 Entire agreement

This Agreement constitutes the entire agreement between the parties on the sale and purchase of the Sale Shares and it supersedes and extinguishes all earlier negotiations, understandings and agreements, whether oral or written, between the parties relating to such transactions.

8.10 Counterparts

This Agreement may be executed in counterparts, including on the basis of facsimile and/or email delivery of executed counterparts. If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

8.11 Governing law/jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of or in relation to this Agreement, its performance or subject matter.

Signing page

EXECUTED as an agreement

TEGEL GROUP HOLDINGS LIMITED by:



Signature of director

DAVID ALEXANDER JACKSON

Name of director

TGHLNZ LIMITED by:



Signature of director

DAVID ALEXANDER JACKSON

Name of director

**INTERMEDIATE CAPITAL HONG KONG
LIMITED** by:

Signature of director

Name of director

ASIA INVESTMENT CAPITAL 1 LIMITED by:

Signature of director

Name of director

Signing page (SPA)

EXECUTED as an agreement

TEGEL GROUP HOLDINGS LIMITED by:

Signature of director

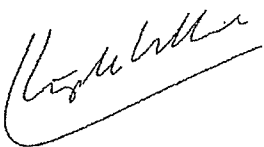
Name of director

TGHLNZ LIMITED by:

Signature of director

Name of director

INTERMEDIATE CAPITAL HONG KONG
LIMITED by:




Signature of director

CHRISTOPHER HEINE

Name of director

ASIA INVESTMENT CAPITAL 1 LIMITED by:



Signature of director

CHAN SHING YAN

Name of director

Schedule 1 – Vendors

Column 1		Column 2
	Vendor details	Number of ordinary shares held in the Company
Name Notice details	Asia Investment Capital 1 Limited	7,922,173 post share split
Name Notice details	Intermediate Capital Hong Kong Limited	1,777,244 post share split