

OFFER DOCUMENT DATED 16 AUGUST 2023

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

IF YOU ARE IN ANY DOUBT ABOUT THE OFFER (AS DEFINED HEREIN), YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

VOLUNTARY CONDITIONAL GENERAL OFFER

by



RHT CAPITAL PTE. LTD.
(Company Registration No.: 201109968H)
(Incorporated in the Republic of Singapore)

for and on behalf of

MILKYWAY INTERNATIONAL CHEMICAL SUPPLY CHAIN PTE. LTD.
(Company Registration No.: 202126563H)
(Incorporated in the Republic of Singapore)

a wholly-owned subsidiary of



MILKYWAY The Chemical Supply Chain Innovator
since 1998

MILKYWAY CHEMICAL SUPPLY CHAIN SERVICE CO., LTD.
(Incorporated in People's Republic of China)
(Shanghai Stock Exchange Stock Code: 603713)

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



LHN LOGISTICS LIMITED
(Company Registration No.: 202129609C)
(Incorporated in the Republic of Singapore)
(Stock Code: GIH)

ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 13 SEPTEMBER 2023 OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR.

The procedures for acceptance are set out in **Appendix 2** to this Offer Document and in the accompanying FAA and FAT (as applicable).

RHT Capital Pte. Ltd. ("**RHTC**") is acting for and on behalf of Milkyway International Chemical Supply Chain Pte. Ltd. ("**Offeror**"), a wholly-owned subsidiary of Milkyway Chemical Supply Chain Service Co., Ltd., and does not purport to advise the shareholders of LHN Logistics Limited ("**Company**") and/or any other person.

If you have sold or transferred all your issued and paid-up ordinary shares in the capital of the Company ("**Shares**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Offer Document and the accompanying Form of Acceptance and Authorisation for Offer Shares (as defined herein) ("**FAA**") to the purchaser or transferee, as CDP will arrange for the Notification (as defined herein) and the FAA to be sent to the purchaser or transferee. If you have sold or transferred all your Shares not held through CDP, you should immediately hand the Notification (as defined herein) and the accompanying Form of Acceptance and Transfer for Offer Shares ("**FAT**") to the purchaser or transferee, or to the bank, stockbroker or agent through whom you effected the sale, for onward transmission to the purchaser or transferee.

The views of the directors of the Company who are considered to be independent for the purposes of the Offer ("Independent Directors") and the independent financial adviser to the Independent Directors on the Offer will be made available to you in due course. You may wish to consider their views before taking any decision in relation to the Offer.

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

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DEFINITIONS

Except where the context otherwise requires, the following definitions apply throughout this Offer Document, the FAA and the FAT:

“ Accepting Shareholder ”	:	Shall have the meaning ascribed to it in Section 2.5 (Adjustment for Distributions) of the Letter to Shareholders in this Offer Document
“ ACRA ”	:	The Accounting and Corporate Regulatory Authority of Singapore
“ Adjusted Offer Price ”	:	Shall have the meaning ascribed to it in Section 2.5.2 of the Letter to Shareholders in this Offer Document
“ Announcement Date ”	:	2 August 2023, being the date of the Offer Announcement
“ Books Closure Date ”	:	Shall have the meaning ascribed to it in Section 2.5.1 of the Letter to Shareholders in this Offer Document
“ Business Day ”	:	A day other than Saturday, Sunday or a public holiday on which banks are open for business in Singapore
“ Catalist Rules ”	:	Catalist Rules of the SGX-ST, as amended up to the Latest Practicable Date
“ CDP ”	:	The Central Depository (Pte) Limited
“ Closing Date ”	:	5.30 p.m. (Singapore time) on 13 September 2023 or such later date(s) as may be announced from time to time by or on behalf of the Offeror, such date being the last day for the lodgement of acceptances of the Offer
“ Code ”	:	The Singapore Code on Take-overs and Mergers
“ Commencement Date ”	:	16 August 2023 , being the date of despatch of the Notification, the Relevant Acceptance Forms, and electronic despatch of this Offer Document and its related documents
“ Companies Act ”	:	The Companies Act 1967 of Singapore
“ Company ”	:	LHN Logistics Limited
“ CPF ”	:	Central Provident Fund
“ CPF Agent Banks ”	:	Agent banks included under the CPFIS
“ CPFIS ”	:	Central Provident Fund Investment Scheme
“ CPFIS Investors ”	:	Investors who purchase Shares using their CPF contributions pursuant to the CPFIS
“ Date of Receipt ”	:	The date of receipt of the Relevant Acceptance Forms by CDP or the Registrar/Receiving Agent (as the case may be), on behalf of the Offeror (provided always that the Date of Receipt falls on or before the Closing Date)
“ Directors ”	:	The directors of the Offeror as at the Latest Practicable Date

“Dissenting Shareholders”	:	Shall have the meaning ascribed to it in Section 11.1 (Compulsory Acquisition) of the Letter to Shareholders in this Offer Document
“Distributions”	:	Shall have the meaning ascribed to it in Section 2.4 (No Encumbrances) of the Letter to Shareholders in this Offer Document
“Electronic Acceptance”	:	The SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents
“Encumbrances”	:	Shall have the meaning ascribed to it in Section 2.4 (No Encumbrances) of the Letter to Shareholders in this Offer Document
“FAA”	:	Form of Acceptance and Authorisation for Offer Shares in respect of the Offer, applicable to Shareholders whose Shares are deposited with CDP and which forms part of this Offer Document
“FAT”	:	Form of Acceptance and Transfer for Offer Shares in respect of the Offer, applicable to Shareholders whose Shares are registered in their own names in the Register and are not deposited with CDP and which forms part of this Offer Document
“Final Day Rule”	:	Shall have the meaning ascribed to it in Paragraph 1.5 (Final Day Rule) of Appendix 1 to this Offer Document
“FY”	:	Financial year ended or ending 31 December
“Group”	:	The Company and its subsidiaries
“Independent Directors”	:	The directors of the Company who are considered to be independent for the purposes of the Offer
“in scrip form”	:	Shall have the meaning ascribed to it in Paragraph 1.2.1 (Shareholders whose Shares are not deposited with CDP) of Appendix 2 to this Offer Document
“Irrevocable Undertakings”	:	Shall have the meaning ascribed to it in Section 8.1 (Irrevocable Undertakings) of the Letter to Shareholders in this Offer Document
“Last Trading Day”	:	1 June 2023, being the last trading day preceding the release of the Pre-Conditional Offer Announcement
“Latest Practicable Date”	:	11 August 2023, being the latest practicable date prior to the electronic despatch of this Offer Document
“LHNGPL”	:	LHN Group Pte. Ltd.
“Market Day”	:	A day on which the SGX-ST is open for the trading of securities
“MCSC”	:	Milkyway Chemical Supply Chain Service Co., Ltd.
“MCSC Group”	:	MCSC, its subsidiaries and group of companies

“Notification”	:	The hardcopy notification letter posted to Shareholders by or on behalf of the Offeror on the date of this Offer Document, containing, inter alia, instructions on how to access the electronic copy of this Offer Document and related documents on the website of the SGX-ST at www.sgx.com
“Offer”	:	The voluntary conditional general offer made by RHTC, for and on behalf of the Offeror, for the Offer Shares on the terms and subject to the conditions set out in this Offer Document, the FAA and the FAT, as may be amended, extended and revised from time to time by or on behalf of the Offeror
“Offer Announcement”	:	The announcement relating to the Offer released by RHTC, for and on behalf of the Offeror, on the Announcement Date
“Offer Document”	:	This document dated 16 August 2023 , including the FAA and FAT, and any other document(s) which may be issued by RHTC, for and on behalf of the Offeror, to amend, revise, supplement or update the document(s) from time to time
“Offer Price”	:	S\$0.2266 in cash for each Offer Share
“Offer Shares”	:	All the Shares to which the Offer relates, as more particularly defined in Section 2.2 (Offer Shares) of the Letter to Shareholders in this Offer Document
“Offeror”	:	Milkyway International Chemical Supply Chain Pte. Ltd.
“Overseas Shareholder”	:	Shall have the meaning ascribed to it in Section 15.2 (Overseas Shareholders) of the Letter to Shareholders in this Offer Document
“Pre-Conditions”	:	Shall have the meaning as ascribed to it in the Pre-Conditional Offer Announcement
“Pre-Conditional Offer Announcement”	:	The announcement relating to the pre-conditional voluntary general offer by RHTC, for and on behalf of the Offeror, for the Offer Shares released by RHTC, for and on behalf of the Offeror, on the Pre-Conditional Offer Announcement Date.
“Pre-Conditional Offer Announcement Date”	:	4 June 2023
“Receiving Agent”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Register”	:	The register of holders of Shares, as maintained by the Registrar
“Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Relevant Acceptance Forms”	:	The FAA and/or the FAT (as the case may be)
“Relevant Day”	:	Shall have the meaning ascribed to it in Paragraph 3.1 (Timing and Contents) of Appendix 1 to this Offer Document
“Relevant Parties”	:	Shall have the meaning ascribed to it in Section 13.1 (Shareholdings and Dealings in Relevant Securities) of the Letter to Shareholders in this Offer Document

“Relevant Period”	:	The period commencing on 4 March 2023, being the date falling three (3) months prior to the Pre-Conditional Offer Announcement Date, and ending on the Latest Practicable Date
“Relevant Persons”	:	Shall have the meaning ascribed to it in Paragraph 2.8 (Personal Data Privacy) of Appendix 2 to this Offer Document
“Relevant Securities”	:	(i) Shares; (ii) other securities which carry voting rights in the Company; and (iii) convertible securities, warrants, options, awards or derivatives in respect of any Shares or other securities which carry voting rights in the Company
“RHTC”	:	RHT Capital Pte. Ltd.
“Rule 22.6 Period”	:	Shall have the meaning ascribed to it in Paragraph 1.4 (Offer to Remain Open for 14 Days after Being Declared Unconditional as to Acceptances) of Appendix 1 to this Offer Document
“Securities Account”	:	A securities account maintained by a depositor with CDP, but does not include a securities sub-account
“Settled Shares”	:	Shall have the meaning ascribed to it in Paragraph 1.1.1(i) (b) of Appendix 2 to this Offer Document
“SFA”	:	The Securities and Futures Act 2001 of Singapore
“SGXNET”	:	Singapore Exchange Network
“SGX-ST”	:	The Singapore Exchange Securities Trading Limited
“Shareholders”	:	Holders of Shares as indicated on the Register and depositors who have Shares entered against their names in the Depository Register
“Shares”	:	Issued and paid-up ordinary shares in the capital of the Company (excluding treasury shares)
“Shut-Off Notice”	:	Shall have the meaning ascribed to it in Paragraph 1.4 (Offer to Remain Open for 14 Days after Being Declared Unconditional as to Acceptances) of Appendix 1 to this Offer Document
“SIC”	:	Securities Industry Council of Singapore
“SRS”	:	The Supplementary Retirement Scheme
“SRS Agent Banks”	:	Agent banks included under SRS
“SRS Investors”	:	Investors who purchase Shares pursuant to SRS
“S\$”	:	Singapore dollars, being the lawful currency of Singapore
“Undertaking Parties”	:	Fragrance Ltd and LHN Group Pte. Ltd.
“Unsettled Buy Position”	:	Shall have the meaning ascribed to it in Paragraph 1.1.1(i) (b) of Appendix 2 to this Offer Document

“VWAP” : Volume-weighted average price

“%” : Percentage or per centum

Acting in Concert. The expression **“acting in concert”** shall have the meaning ascribed to it in the Code.

Announcement, Notice, etc. References to the making of an announcement or the giving of notice by the Offeror shall include the release of an announcement by RHTC or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone, telex, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

Depositor, Depository Agent and Depository Register. The expressions **“depositor”**, **“depository agent”** and **“Depository Register”** shall have meanings ascribed to them respectively in Section 81SF of the SFA.

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

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

Total number of issued Shares. In this Offer Document, the total number of Shares is 167,678,800 Shares, and there are no treasury shares, as at the Latest Practicable Date¹.

Offer Document. References to **“Offer Document”** shall include the FAA and the FAT, unless the context otherwise requires.

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

Shareholders. References to **“you”**, **“your”** and **“yours”** in this Offer Document are, as the context so determines, to Shareholders.

Statutes. Any reference in this Offer Document to any enactment or statutory provision is a reference to that enactment or statutory provision as for the time being amended, modified or re-enacted. Any word defined under the Companies Act, the Code, the Catalist Rules, the SFA or any modification thereof and used in this Offer Document shall, where applicable, have the meaning assigned to that word under the Companies Act, the Code, the Catalist Rules, the SFA or that modification, as the case may be.

Subsidiary, Related Corporations. The expressions **“subsidiary”** and **“related corporations”** shall have the meanings ascribed to them respectively in Sections 5 and 6 of the Companies Act.

Time and Date. Any reference to a time of day and date in this Offer Document shall be a reference to Singapore time and date, unless otherwise specified.

¹ Based on the Company’s business profile extracted from the ACRA on the Latest Practicable Date.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Offer Document are or may be forward-looking statements. Forward-looking statements include, but are not limited to, those using words such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast”, “targets” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors should not place undue reliance on such forward-looking statements, and none of the Offeror and RHTC undertakes any obligation to update publicly or revise any forward-looking statements.

LETTER TO SHAREHOLDERS



RHT Capital Pte. Ltd.
(Company Registration No.: 201109968H)
(Incorporated in the Republic of Singapore)

Financial Adviser to Milkyway International
Chemical Supply Chain Pte. Ltd.

16 August 2023

To: **The Shareholders of LHN Logistics Limited**

Dear Sir/Madam

VOLUNTARY CONDITIONAL GENERAL OFFER BY RHT CAPITAL PTE. LTD. FOR AND ON BEHALF OF THE OFFEROR FOR THE OFFER SHARES

1. INTRODUCTION

1.1 Pre-Conditional Offer Announcement. On the Pre-Conditional Offer Announcement Date, RHTC, for and on behalf of the Offeror, announced that subject to and contingent upon the satisfaction of the Pre-Conditions, the Offeror intends to make an Offer for all the Shares.

The Pre-Conditional Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

1.2 Offer Announcement. On the Announcement Date, RHTC, for and on behalf of the Offeror, announced that the Pre-Conditions have been satisfied and the Offeror intends to make an Offer for all the Shares in accordance with Section 139 of the SFA and the Code.

The Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

1.3 Offer Document. This Offer Document contains the formal offer by RHTC, for and on behalf of the Offeror, to acquire all the Offer Shares (as defined in **Section 2.2** of the Letter to Shareholders in this Offer Document) subject to the terms and conditions set out in this Offer Document. This Offer Document has been electronically disseminated to Shareholders on 16 August 2023, being the Commencement Date. **Shareholders are urged to read this Offer Document carefully.**

2. TERMS OF THE OFFER

2.1 Offer. Subject to the terms and conditions set out in this Offer Document, the FAA and the FAT, for and on behalf of the Offeror, RHTC hereby makes the Offer to acquire all the Offer Shares, in accordance with Section 139 of the SFA and the Code.

2.2 Offer Shares. The Offer is extended to all Shares, including those Shares owned, controlled, or agreed to be acquired by parties acting or deemed to be acting in concert with the Offeror ("**Offer Shares**").

2.3 **Offer Price.** The consideration for each Offer Share will be as follows:

For each Offer Share: S\$0.2266 in cash (“Offer Price”).

The Offer Price is final and the Offeror does not intend to revise the Offer Price.

2.4 **No Encumbrances.** The Offer Shares are to be acquired (i) fully paid, (ii) free from any claim, charge, pledge, mortgage, encumbrance, lien, option, equity, power of sale, declaration of trust, hypothecation, retention of title, right of pre-emption, right of first refusal, moratorium or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing (“**Encumbrances**”), and (iii) together with all rights, benefits, entitlements, and advantages attached thereto as at the Pre-Conditional Offer Announcement Date and thereafter attaching thereto, including but not limited to, the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) declared, paid or made by the Company in respect of the Offer Shares (collectively, “**Distributions**” and each, a “**Distribution**”) on or after the Pre-Conditional Offer Announcement Date.

2.5 **Adjustment for Distributions.** Without prejudice to the foregoing, the Offer Price has been determined on the basis that the Offer Shares will be acquired with the right to receive any Distribution that may be announced, declared, paid or made by the Company on or after the Pre-Conditional Offer Announcement Date.

Accordingly, in the event any Distribution is or has been announced, declared, paid or made by the Company in respect of the Offer Shares on or after the Pre-Conditional Offer Announcement Date, the Offer Price payable to a Shareholder who validly accepts or has validly accepted the Offer (“**Accepting Shareholder**”) shall be reduced by an amount which is equal to the amount of such Distribution, depending on when the settlement date in respect of the Offer Shares tendered in acceptance of the Offer by such Accepting Shareholder falls, as follows:

2.5.1 if such settlement date falls **on or before** the books closure date for the determination of entitlements to the Distribution (“**Books Closure Date**”), the Offer Price for each Offer Share shall remain unadjusted and the Offeror shall pay the Accepting Shareholder the unadjusted Offer Price for each Offer Share, as the Offeror will receive the Distribution in respect of such Offer Share from the Company; and

2.5.2 if such settlement date falls **after** the Books Closure Date, the Offer Price for each Offer Share shall be reduced by an amount which is equal to the amount of the Distribution in respect of each Offer Share (the Offer Price after such reduction, “**Adjusted Offer Price**”) and the Offeror shall pay the Accepting Shareholder the Adjusted Offer Price for each Share, as the Offeror will not receive the Distribution in respect of such Offer Share from the Company.

2.6 **Minimum Acceptance Condition.** The Offer will be conditional on the Offeror having received, by the close of the Offer, valid acceptances pursuant to the Offer (which have not been validly withdrawn) in respect of such number of Shares which will result in the Offeror and parties acting or deemed to be acting in concert with it holding such number of shares carrying more than 50% of the voting rights attributable to the issued share capital of the Company as at the close of the Offer (“**Minimum Acceptance Condition**”).

Accordingly, the Offer will not become or be capable of being declared unconditional as to acceptances until the close of the Offer, unless at any time prior to the close of the Offer, the Offeror has received valid acceptances in respect of such number of Shares which will result in the Offeror and parties acting or deemed to be acting in concert with it holding such number of shares carrying more than 50% of the voting rights attributable to the issued share capital of the Company as at the close of the Offer.

Pursuant to the Irrevocable Undertakings (as defined below), the Offer will become unconditional as to acceptance upon LHNGPL, the direct shareholder of the Company and a wholly owned subsidiary of LHN Limited tendering its Shares in acceptance of the Offer. Details of the Irrevocable Undertakings and Undertaking Parties are set out in **Section 8** below.

3. WARRANTY

A Shareholder who tenders his/her/its Offer Shares in acceptance of the Offer will be deemed to unconditionally and irrevocably represent, warrant and undertake to the Offeror that he/she/it sells such Offer Shares as or on behalf of the beneficial owner(s) thereof: (i) fully paid; (ii) free from all Encumbrances; and (iii) together with all rights, benefits and entitlements attached thereto as at the Pre-Conditional Offer Announcement Date and thereafter attaching thereto, including but not limited to, the right to receive and retain all Distributions (if any) declared, paid or made by the Company in respect of the Offer Shares on or after the Pre-Conditional Offer Announcement Date.

4. DETAILS OF THE OFFER

Appendix 1 to this Offer Document sets out further details on: (i) the duration of the Offer; (ii) the settlement of the consideration for the Offer; (iii) the requirements relating to the announcement of the level of acceptances of the Offer; and (iv) the right of withdrawal of acceptances of the Offer.

5. PROCEDURES FOR ACCEPTANCE

Appendix 2 to this Offer Document sets out the procedures for acceptance of the Offer by a Shareholder.

6. INFORMATION ON THE OFFEROR

6.1 Introduction. The Offeror is a private company limited by shares that was incorporated in the Republic of Singapore on 30 July 2021. Its principal activity is that of freight forwarding business and transport arrangement of chemical products.

6.2 Share Capital and Shareholders. As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$300,000.00 with 300,000 ordinary shares. The Offeror is wholly owned by MCSC, which was incorporated in the People's Republic of China ("PRC") on 28 March 1997 and is a PRC-based logistics group which is mainly engaged in the provision of chemical supply chain services.

MCSC mainly provides one-stop integrated logistics and management services worldwide, with freight forwarding, warehousing, transportation and chemical distribution as the core for domestic and foreign chemical production enterprises and chemical consumer enterprises, including transportation, warehousing, freight forwarding, distribution, logistics processing, information services and others. MCSC also provides chemical supply chain services for low-risk products such as paints, pesticides, polyurethane materials, electronic chemicals, lithium batteries, dyes and others. MCSC provides its services in domestic market and to overseas markets, with network and legal presence in Singapore, the United States of America and Germany.

MCSC was listed on the Shanghai Stock Exchange (Stock Code: 603713) in 2018. As at the Latest Practicable Date, MCSC has a market capitalisation of approximately RMB14.41 billion.

As at the Latest Practicable Date, the Offeror and MCSC do not directly or indirectly hold any Shares in the Company.

6.3 Directors of the Offeror. As at the Latest Practicable Date, the board of directors of the Offeror comprises:

- (a) Mr Wang Yongdong (Director)
- (b) Ms Miao Leimin (Director)

Appendix 3 to this Offer Document sets out additional information on the Offeror.

7. INFORMATION ON THE COMPANY

7.1 Introduction. The Company was incorporated in the Republic of Singapore on 24 August 2021 and listed on the Catalist Board of the SGX-ST on 29 April 2022. The Company has two principal business segments, namely, transportation and container depot services.

7.2 Share Capital. As at the Latest Practicable Date, based on the latest information available to the Offeror², the Company has issued 167,678,800 Shares and there were no unissued Shares and no option granted by the Company. The Company's shareholding structure is as follows:

Name of Shareholder	Number of Shares	Percentage shareholding (%)
LHNGPL	140,940,800 ("Relevant Shares")	84.05
Public shareholders	26,738,000	15.95
Total:	167,678,800	100.00

7.3 Directors of the Company. As at the Latest Practicable Date, the directors of the Company are as follows:

- (a) Mr Lim Lung Tieng, Kelvin (Executive Chairman)
- (b) Mr Lin Kaixian (Executive Director and Managing Director (Transportation Business))
- (c) Mr Yee Kee Shian, Leon (Lead Independent Non-Executive Director)
- (d) Mr Lim Kian Thong (Independent Non-Executive Director)
- (e) Ms Tan Hui Tsu, Catherine (Independent Non-Executive Director)

7.4 Additional Information. Appendix 4 to this Offer Document sets out additional information on the Company.

8. IRREVOCABLE UNDERTAKINGS

8.1 Irrevocable Undertakings. As at the Latest Practicable Date, the Offeror has received irrevocable undertakings from Fragrance Ltd and LHNGPL ("**Undertaking Parties**") pursuant to which:

- (a) Fragrance Ltd has, amongst other things, unconditionally and irrevocably undertaken, represented and warranted to the Offeror that it will (i) procure that there shall be no disposal of any of the Relevant Shares by LHNGPL prior to the Offer, (ii) vote in favour of the resolution(s) granting the Shareholders' Approval in relation to the disposal of the Relevant Shares by LHNGPL, (iii) procure the acceptance by LHNGPL of the Offer for all the Relevant Shares; and
- (b) LHNGPL has, amongst other things, unconditionally and irrevocably undertaken, represented and warranted to the Offeror that it will (i) not dispose of any of the Relevant Shares prior to the Offer, and (ii) accept the Offer for all the Relevant Shares,

(collectively, "**Irrevocable Undertakings**"). As at the Latest Practicable Date, the Undertaking Parties hold in aggregate 140,940,800 Shares, representing 84.05% of the total number of Shares.

² Based on the business profile of the Company extracted from ACRA on the Latest Practicable Date.

8.2 Information on the Undertaking Parties.

- (a) Fragrance Ltd is a company incorporated in the British Virgin Islands, with a paid-up share capital of US\$50,000. Fragrance Ltd holds 54.04% of the issued and paid-up share capital of LHN Limited, which in turn holds the entire issued and paid-up share capital of LHNGPL.
- (b) LHNGPL is a company incorporated in Singapore, with a paid-up share capital of S\$2,000,000. LHNGPL is the registered holder of the Relevant Shares.

8.3 Further Details. The Irrevocable Undertakings shall lapse on the date on the earliest of the Offer Document not being posted within twenty-one (21) days after the Announcement Date and the date which the Offer lapses or is withdrawn.

8.4 Cessation of Irrevocable Undertakings. The Irrevocable Undertakings shall lapse and be of no further force and effect on the date on which the Offer (including any revised or improved Offer by or on behalf of the Offeror) closes, lapses, fails to become or be declared unconditional or is withdrawn other than as a result of the Undertaking Parties breaching their obligations under the Irrevocable Undertakings.

8.5 No Other Undertakings. Save for the Irrevocable Undertakings, as at the Latest Practicable Date, neither the Offeror nor any party acting in concert with the Offeror has received any undertakings from any other party to accept or reject the Offer.

9. RATIONALE FOR THE OFFER

9.1 Opportunity for Shareholders to Realise Their Investment in the Shares at a Premium. As set out in **Section 12** below, the Offer Price represents a premium of approximately 35.69%, 38.93%, and 44.52% over the VWAP per Share for the 1-month, 3-month and 6-month periods respectively up to and including 1 June 2023, being the Last Trading Day. The Offer Price also represents a premium of 34.88% over the last transacted price per Share on the Last Trading Day.

The Offer Price under the Offer presents Shareholders with a clean cash exit opportunity to realise their entire investment in Shares at a premium over the prevailing trading prices of the Shares without incurring brokerage and other trading costs.

9.2 Opportunity for Shareholders Who May Find it Difficult to Exit Their Investment in the Company Due to Low Trading Liquidity. The historical trading volume of the Shares has been low. The average daily trading volume of the Shares since the Company's Initial Public Offering ("IPO"), as well as over the last 1-month, 3-month and 6-month periods up to and including the Last Trading Day are set out in the table below:

Description	Average daily trading volume ⁽¹⁾	Average daily trading volume as a percentage of total number of issued Shares (%) ⁽²⁾
Since the Company's IPO first trading day on 29 April 2022 up to and including the Last Trading Day	181,092	0.11
1-month period prior to and including the Last Trading Day	58,309	0.03
3-month period prior to and including the Last Trading Day	40,241	0.02
6-month period prior to and including the Last Trading Day	29,808	0.02

Notes:

- (1) The average daily trading volume is computed based on data extracted from Bloomberg L.P. using the total volume of Shares traded divided by the number of market days. Market day refers to a day on which SGX-ST is open for the trading of securities.
- (2) Calculated using the average daily trading volume divided by the total number of issued Shares.

The Offer therefore provides Shareholders who find it difficult to exit the Company as a result of the low trading volume in the Shares with an opportunity to realise their entire investment in the Shares at a premium over the prevailing market prices which would not otherwise be readily available to Shareholders given the low trading liquidity of the Shares.

9.3 Greater Management Flexibility. The Offeror is making the Offer with a view of realising synergies, economies of scale, cost efficiencies, growth potential and access to a new market (see **Sections 6.1 and 6.2** above regarding the Offeror and MCSC's business and **Section 7.1** above regarding the Company's business). The Offeror intends to delist and privatise the Company so as to provide the Offeror and the Company with greater control and management flexibility in utilising and deploying the available resources of the Company and facilitating the implementation of any strategic initiatives and/or operational changes in respect of the Offeror and MCSC's business to achieve the aforementioned commercial objectives.

9.4 Compliance Costs Relating to Listing Status. If the Company is delisted, the Company will be able to dispense with compliance costs associated with maintenance of a listed status and other regulatory requirements and human resources that have to be committed for such compliance and channel such expenses towards its business operations.

10. OFFEROR'S INTENTIONS FOR THE COMPANY

The Offeror intends for the Company to continue with its existing activities and has no intention to (i) introduce any major changes to the business of the Company, (ii) re-deploy the fixed assets of the Company, or (iii) discontinue the employment of any of the existing employees of the Group, other than in the ordinary course of business.

The board of Directors retains the flexibility at any time to consider any options in relation to the Group which may present themselves and which the board may regard to be in the interest of the Offeror.

11. LISTING STATUS AND COMPULSORY ACQUISITION

11.1 Compulsory Acquisition. Pursuant to Section 215(1) of the Companies Act, in the event the Offeror receives valid acceptances pursuant to the Offer or acquires or agrees to acquire Shares during the Offer period other than through valid acceptances of the Offer in respect of not less than 90% of Shares (other than those Shares already held by the Offeror, its related corporations or their respective nominees and any person or body corporate falling within the meaning of Section 215(9A) of the Companies Act³ as at the date of the Offer), the Offeror would be entitled to exercise its right to compulsorily acquire all the remaining Shares from Shareholders who have not accepted the Offer ("**Dissenting Shareholders**") on the same terms as those offered under the Offer.

In such event, the Offeror intends to exercise its right to compulsorily acquire all the Offer Shares not acquired under the Offer. The Offeror will then proceed to delist the Company from SGX-ST.

Dissenting Shareholders have the right under and subject to Section 215(3) of the Companies Act, to require the Offeror to acquire their Shares at the Offer Price in the event that the Offeror, its related corporations or their respective nominees and any person or body corporate falling within the meaning of Section 215(9A) of the Companies Act acquire, pursuant to the Offer, such

³ For the purpose of Section 11.1 above, any person or body corporate falling within the meaning of Section 215(9A) of the Companies Act refers to:

- (a) a person who is accustomed or is under an obligation whether formal or informal to act in accordance with the directions, instructions or wishes of the Offeror, its related corporations or their respective nominees in respect of the Company;
- (b) the Offeror, its related corporations or their respective nominees' spouse, parent, brother, sister, son, adopted son, stepson, daughter, adopted daughter or stepdaughter;
- (c) a person whose directions, instructions or wishes the Offeror, its related corporations or their respective nominees is/are accustomed or is/are under an obligation whether formal or informal to act in accordance with, in respect of the Company; or
- (d) a body corporate that is controlled by the Offeror, its related corporation, their respective nominees or a person mentioned in paragraph (a), (b) or (c) above.

number of Shares which, together with the Shares held by the Offeror, its related corporations or their respective nominees and any person or body corporate falling within the meaning of Section 215(9A) of the Companies Act, comprise 90% or more of the total number of issued shares of the Company. Dissenting Shareholders who wish to exercise such right are advised to seek their own independent legal advice.

In the event that the Offeror does not receive valid acceptances pursuant to the Offer during the Offer period in respect of not less than 90% of Shares, the Company shall preserve its listing status.

11.2 Listing Status and Trading Suspension. Pursuant to Rule 723 of the Catalist Rules Section B: Rules of Catalist (“**Catalist Rules**”), the Company must ensure that at least 10% of the total number of Shares is held by the public. Rule 724(1)(a) of the Catalist Rules provides that if the total number of Shares held by the public is less than 10%, the Company must, as soon as practicable, notify its sponsor of that fact and announce that fact. Additionally, Rule 724(1)(b) of the Catalist Rules provide that the SGX-ST may suspend the trading of the Shares.

Rule 724(2) of the Catalist Rules further states that the SGX-ST may allow the Company a period of three (3) months, or such longer period as the SGX-ST may agree, for the percentage of the total number of Shares held in public hands to be raised to at least 10%, failing which the Company may be removed from the Official List of the SGX-ST.

Rule 1303(1) of the Catalist Rules provides that where the Offeror succeeds in garnering acceptances exceeding 90% of the total number of Shares (excluding treasury shares), thus causing the percentage of the total number of Shares (excluding treasury shares) held in public hands to fall below 10%, the SGX-ST will suspend trading of the Shares only at the close of the Offer.

The Offeror intends to privatise the Company and does not intend to preserve the listing status of the Company. In the event that the trading of Shares on the SGX-ST is suspended pursuant to Rule 724 or Rule 1303(1) of the Catalist Rules, the Offeror has no intention to undertake or support any action for any such trading suspension by the SGX-ST to be lifted.

12. FINANCIAL ASPECTS OF THE OFFER

The Offer Price represents the following premia over the historical traded prices of the Shares as set out below:

	Description	Share Price ⁽¹⁾ (S\$)	Premium of Offer Price over Share Price (%)
(a)	The price of the Shares offered to the public pursuant to the Company’s IPO as set out in its Offer Document dated 19 April 2022	0.2000	13.30
(b)	Last traded price of the Shares on the SGX-ST on the Last Trading Day	0.1680	34.88
(c)	VWAP of the Shares for the 1-month period up to and including the Last Trading Day	0.1670	35.69
(d)	VWAP of the Shares for the 3-month period up to and including the Last Trading Day	0.1631	38.93
(e)	VWAP of the Shares for the 6-month period up to and including the Last Trading Day	0.1568	44.52

Note:

(1) The figures are computed based on data extracted from Bloomberg L.P. on the Last Trading Day and rounded to the nearest four (4) decimal places.

13. DISCLOSURES OF SHAREHOLDINGS AND DEALINGS

13.1 Shareholdings and Dealings in Relevant Securities. As at the Latest Practicable Date, based on the latest information available to the Offeror, none of: (i) the Offeror; (ii) the directors of the Offeror; (iii) RHTC; and (iv) any other person acting in concert with the Offeror (collectively, “**Relevant Parties**”):

13.1.1 owns, controls or has agreed to acquire any Relevant Securities; or

13.1.2 has dealt for value in any Relevant Securities during the Relevant Period.

13.2 Other Arrangements. As at the Latest Practicable Date, based on the latest information available to the Offeror, none of the Relevant Parties has:

13.2.1 entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code with any person, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to any Relevant Securities which may be an inducement to deal or refrain from dealing;

13.2.2 received any irrevocable commitment (other than the Irrevocable Undertakings) to accept the Offer in respect of any Relevant Securities;

13.2.3 granted any security interest in respect of any Relevant Securities in favour of any other person, whether through a charge, pledge or otherwise, other than as disclosed in this Offer Document;

13.2.4 borrowed any Relevant Securities from any other person (excluding those which have been on-lent or sold); or

13.2.5 lent any Relevant Securities to any other person.

13.3 Security Interests, Borrowing or Lending of Relevant Securities. The Shares which will be acquired by the Offeror pursuant to the Offer or otherwise during the Offer period will be charged, to DBS Bank Ltd., being the lender, as part of the security arrangements for the financing for the Offer.

14. CONFIRMATION OF FINANCIAL RESOURCES

RHTC, as financial adviser to the Offeror in connection with the Offer, confirms that sufficient financial resources are available to the Offeror to satisfy in full all acceptances of the Offer by holders of the Offer Shares.

15. OVERSEAS SHAREHOLDERS

15.1 Overseas Jurisdictions. This Offer Document, the Relevant Acceptance Forms and/or any related documents do not constitute an offer to sell or the solicitation of an offer to subscribe for or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Offer Document, the Relevant Acceptance Forms and/or any related documents in any jurisdiction in contravention of applicable law. The Offer will be made solely by this Offer Document, the Relevant Acceptance Forms and its related documents in any jurisdiction, in contravention of applicable law.

The release, publication or distribution of this Offer Document, the Relevant Acceptance Forms and/or any related documents in certain jurisdictions may be restricted by law and therefore persons in any such jurisdictions in which this Offer Document, the Relevant Acceptance Forms and/or any related documents is released, published or distributed should inform themselves about and observe such restrictions.

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

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

- 15.2 Overseas Shareholders.** The availability of the Offer to Shareholders whose addresses are outside Singapore, as shown on the Register or, as the case may be, in the records of CDP (each, an “**Overseas Shareholder**”) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

For the avoidance of doubt, the Offer is made to all Shareholders including those to whom the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents), the Relevant Acceptance Forms and/or any related documents have not been, or may not be, despatched.

- 15.3 Copies of the Notification and Relevant Acceptance Forms.** Where there are potential restrictions on sending the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents), the Relevant Acceptance Forms and/or any related documents to any overseas jurisdiction, the Offeror and RHTC each reserves the right not to send these documents to such Overseas Shareholders in such overseas jurisdictions. Subject to compliance with applicable laws, any affected Overseas Shareholder may nonetheless obtain copies of the Notification, the Relevant Acceptance Forms and/or any related documents during normal business hours and up to the Closing Date from (1) CDP (if he/she/it is a depositor), or (2) the office of the Registrar (if he/she/it is a scrip holder). Overseas Shareholders may find the email address, address and/or telephone number of CDP and the Registrar below:

The Central Depository (Pte) Limited

Tel: +65 6535 7511
Email: asksgx@sgx.com

**Boardroom Corporate & Advisory
Services Pte. Ltd.**

1 Harbourfront Avenue, Keppel Bay Tower, #14-07,
Singapore 098632
Tel: +65 6536 5355

Alternatively, an affected Overseas Shareholder may (subject to compliance with applicable laws) write to the Offeror through CDP (if he/she/it is a depositor) at Robinson Road Post Office, P.O. Box 1984, Singapore 903934, or the Registrar (if he/she/it is a scrip holder) at the above-stated address to request for the Notification, the Relevant Acceptance Forms and/or any related documents to be sent to an address in Singapore by ordinary post at his/her/its own risk, up to five (5) Market Days prior to the Closing Date.

- 15.4 Compliance with Applicable Laws.** It is the responsibility of any Overseas Shareholder who wishes to: (i) request for the Notification, the Relevant Acceptance Forms and/or any related documents; and/or (ii) accept the Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements, or the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholder shall also be liable for any taxes, imposts, duties or other requisite payments payable and the Offeror and any person acting on its behalf (including RHTC, CDP and the Registrar/Receiving Agent) shall be fully indemnified and held harmless by such Overseas Shareholder for any such taxes, imposts, duties or other requisite payments that may

be required to be paid and the Offeror shall be entitled to set-off any such amounts against any sum payable to the Overseas Shareholder pursuant to the Offer and/or any acquisition of Shares pursuant to Section 215(1) or 215(3) of the Companies Act. In (i) requesting for the Notification, the Relevant Acceptance Forms and/or any related documents; and/or (ii) accepting the Offer, the Overseas Shareholder represents and warrants to the Offeror, RHTC, CDP and the Registrar/Receiving Agent that he/she/it is in (a) full observance of the laws of the relevant jurisdiction in that connection and (b) full compliance with all necessary formalities or legal requirements.

If any Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction. All Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdiction.

15.5 Notice. The Offeror and RHTC each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all Shareholders (including Overseas Shareholders) by announcement on the SGX-ST or notice and if necessary, by paid advertisement in a daily newspaper published and circulated in Singapore, in which case, such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder (including Overseas Shareholders) to receive or see such announcement or advertisement.

16. INFORMATION RELATING TO SRS INVESTORS

SRS Investors will receive further information on how to accept the Offer from their respective SRS Agent Banks directly. SRS Investors are advised to consult their respective SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice.

SRS Investors who wish to accept the Offer are to reply to their respective SRS Agent Banks by the deadline stated in the letter from their respective SRS Agent Banks, which may be earlier than the Closing Date. Subject to the Offer becoming or being declared to be unconditional in all respects in accordance with its terms, SRS Investors who validly accept the Offer will receive the payment for their Offer Shares in their respective SRS investment accounts.

17. GENERAL

17.1 Valid Acceptances. The Offeror and RHTC each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated herein or in the Relevant Acceptance Forms, or if made otherwise than in accordance with the provisions herein and instructions printed on the Relevant Acceptance Forms.

17.2 Governing Law and Jurisdiction. The Offer, this Offer Document (including the Relevant Acceptance Forms), any related documents and all acceptances of the Offer and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Offeror and each Accepting Shareholder submit to the non-exclusive jurisdiction of the Singapore courts.

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

17.4 Accidental Omission. Accidental omission relating to the despatch of the Notification, the Relevant Acceptance Forms, the electronic dissemination of the Offer Document and/or any related documents, or any notice or announcement required to be given under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made or should be made, shall not invalidate the Offer in any way.

17.5 Independent Advice. RHTC is acting for and on behalf of the Offeror and does not purport to advise the Shareholders and/or any other person. In preparing this Letter to Shareholders on behalf of the Offeror, RHTC has not had regard to the general or specific investment objective(s), tax position, risk profile, financial situation or particular need(s) and constraint(s) of any individual Shareholder. The views of the Independent Directors and the independent financial adviser to the Independent Directors on the Offer will be made available to Shareholders in due course. The Independent Directors are required under the Code to despatch their views within fourteen (14) days of the Commencement Date. Shareholders may wish to consider their advice before taking any action in relation to the Offer.

17.6 Additional General Information. Appendix 5 to this Offer Document sets out additional general information relating to the Offer.

18. RESPONSIBILITY STATEMENT

The Directors of the Offeror, (including those who may have delegated detailed supervision of this Offer Document), have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that there are no other material facts not contained in this Offer Document, the omission of which would make any statement in this Offer Document misleading. The Directors jointly and severally accept responsibility accordingly.

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

Issued by
RHT CAPITAL PTE. LTD.

For and on behalf of
MILKYWAY INTERNATIONAL CHEMICAL SUPPLY CHAIN PTE. LTD.

16 August 2023

Any inquiries relating to the Offer should be directed during office hours to:

RHT Capital Pte. Ltd.
Tel: (65) 6381 6966

DETAILS OF THE OFFER

1. DURATION OF THE OFFER

- 1.1 Closing Date.** The Offer is open for acceptance by Shareholders for at least twenty-eight (28) days from the Commencement Date, unless the Offer is withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder.

Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 13 September 2023 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

- 1.2 Subsequent Closing Date(s).** If the Offer is extended and is:

1.2.1 not unconditional as to acceptances as at the date of such extension, the announcement of the extension must state the next Closing Date; or

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

- 1.3 No Obligation to Extend Offer.** The Offeror is not obliged to extend the Offer if the Minimum Acceptance Condition specified in **Section 2.6** of the Letter to Shareholders in this Offer Document is not fulfilled by the Closing Date.

- 1.4 Offer to Remain Open for 14 Days after Being Declared Unconditional as to Acceptances.** In order to give Shareholders who have not accepted the Offer the opportunity to accept the Offer after the Offer has become or is declared unconditional as to acceptances, the Offer will remain open for a period ("**Rule 22.6 Period**") of not less than fourteen (14) days after the date on which it would otherwise have closed.

This requirement does not apply if, before the Offer has become or is declared unconditional as to acceptances, the Offeror has given Shareholders at least fourteen (14) days' notice in writing ("**Shut-Off Notice**") that the Offer will not be open for acceptance beyond a specified Closing Date, provided that:

1.4.1 the Offeror may not give a Shut-Off Notice in a competitive situation; and

1.4.2 the Offeror may not enforce a Shut-Off Notice, if already given, in a competitive situation.

For these purposes, the SIC would normally regard a "competitive situation" to have arisen if a competing offer for the Company has been announced.

If a declaration that the Offer is unconditional as to acceptances is confirmed in accordance with **Paragraph 4.2.1** of this **Appendix 1**, the Rule 22.6 Period will run from the date of such confirmation (if given) or the date on which the Offer would otherwise have closed, whichever is later.

- 1.5 Final Day Rule.** The Offer (whether revised or not) will not be capable:

1.5.1 of becoming or being declared unconditional as to acceptances after 5.30 p.m. (Singapore time) on the 60th day after the Commencement Date; or

1.5.2 of being kept open after 5.30 p.m. (Singapore time) on the 60th day after the Commencement Date unless the Offer has previously become or been declared to be unconditional as to acceptances,

provided that the Offeror may extend the Offer beyond such sixty (60)-day period with SIC's prior consent ("**Final Day Rule**"). The SIC will normally grant such permission if a competing offer has been announced.

- 1.6 Revision.** Pursuant to Rule 20.1 of the Code, the terms of the Offer, if revised, will remain open for acceptance for a period of at least fourteen (14) days from the date of despatch of the written notification of the revision to Shareholders. In any case, where the terms are revised, the benefit of the Offer (as so revised) will be made available to each of the Shareholders, including those who had previously accepted the Offer.

2. SETTLEMENT

- 2.1 When Settlement is Due for All Shareholders.** Subject to the Offer becoming or being declared unconditional in all respects and to the receipt by the Offeror from Accepting Shareholders of valid acceptances and all relevant documents required by the Offeror which are complete in all respects and in accordance with the instructions given in this Offer Document and in the Relevant Acceptance Forms, and in the case of a depositor, the receipt by the Offeror of a confirmation satisfactory to it that the number of Offer Shares tendered by the depositor in acceptance of the Offer are standing to the credit of the "Free Balance" of the depositor's Securities Account at the relevant time, remittances for the appropriate amounts will be despatched, pursuant to Rule 30 of the Code, to the Accepting Shareholders (or, in the case of Shareholders holding share certificate(s) which are not deposited with CDP, their designated agents, as they may direct) by means of:

2.1.1 in the case of an Accepting Shareholder who has subscribed to CDP's Direct Crediting Services ("**DCS**"), credited directly into such Shareholder's designated bank account for S\$ via CDP's DCS. In the case of an Accepting Shareholder who has not subscribed to CDP's DCS, any monies to be paid to such Shareholder shall be credited to his Cash Ledger and be subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distributions are as defined therein); or

2.1.2 in the case of an Accepting Shareholder holding share certificate(s) which are not deposited with CDP, a S\$ crossed cheque drawn on a bank operating in Singapore and sent by ordinary post to his address stated in his FAT or if none is stated, to his address as indicated in the register of members of the Company, at the risk of the Accepting Shareholder or in such other manner as may be agreed between the Registrar and the Accepting Shareholder,

as soon as practicable but in any event within seven (7) Business Days of the later of: (i) the date on which the Offer becomes or is declared to be unconditional in all respects, or (ii) the Date of Receipt of such acceptance.

3. ANNOUNCEMENTS

- 3.1 Timing and Contents.** Pursuant to Rule 28.1 of the Code, by 8.00 a.m. on the Market Day immediately after the day on which the Offer is due to expire, or the Offer becomes or is declared to be unconditional as to acceptances, or the Offer is revised or extended ("**Relevant Day**"), the Offeror will announce and simultaneously inform the SGX-ST of the total number of Shares (as nearly as practicable):

3.1.1 for which valid acceptances of the Offer have been received;

3.1.2 held by the Offeror and any of its concert parties prior to the commencement of the Offer period; and

3.1.3 acquired or agreed to be acquired by the Offeror and any of its concert parties during the Offer period,

and will specify the percentages of the total number of Shares represented by such numbers.

3.2 Suspension. Under Rule 28.2(a) of the Code, if the Offeror is unable, within the time limit, to comply with any of the requirements in **Paragraph 3.1 (Timing and Contents)** of this **Appendix 1**, the SIC will consider requesting the SGX-ST to suspend dealings in the Shares until the relevant information is given.

3.3 Valid Acceptances for Offer Shares.

3.3.1 Under Rule 28.1 of the Code and subject to **Section 17.1** of the Letter to Shareholders in this Offer Document, in computing the number of Offer Shares represented by acceptances, the Offeror will, at the time of making an announcement, take into account acceptances which are valid in all respects.

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

3.4 Announcements. In this Offer Document, references to the making of any announcement or the giving of notice by the Offeror include the release of an announcement by RHTC or its advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

4. RIGHT OF WITHDRAWAL

4.1 Acceptances Irrevocable. Except as expressly provided in this Offer Document and the Code, acceptances of the Offer shall be irrevocable.

4.2 Right of Withdrawal of Shareholders. A Shareholder who has accepted the Offer may withdraw his acceptance:

4.2.1 immediately if the Offer has become or been declared to be unconditional as to acceptances but the Offeror fails to comply with any of the requirements set out in **Paragraph 3.1 (Timing and Contents)** of this **Appendix 1** by 3.30 p.m. (Singapore time) on the Relevant Day. Subject to Rule 22.9 of the Code in relation to the Final Day Rule, the Offeror may terminate this right of withdrawal not less than eight (8) days after the Relevant Day by confirming (if that be the case) that the Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code and the requirements set out in **Paragraph 3.1 (Timing and Contents)** of this **Appendix 1**. For the purposes of **Paragraph 1.4** of this **Appendix 1**, the Rule 22.6 Period referred to therein shall run from the date of such confirmation (if given) or the date on which the Offer would otherwise have expired, whichever is later;

4.2.2 after fourteen (14) days from the first Closing Date of the Offer, if the Offer has not by then become unconditional as to acceptances. Such entitlement to withdraw may be exercisable until the Offer becomes or is declared to be unconditional as to acceptances; and

4.2.3 immediately if a competing offer for the Shares becomes or is declared to be unconditional as to acceptances. This right of withdrawal also applies in the converse situation, i.e. if the Offer becomes or is declared to be unconditional as to acceptances, a Shareholder who has accepted a competing offer may likewise withdraw his/her/its acceptance for such offer immediately.

4.3 Procedures for Withdrawal of Acceptances. To withdraw his/her/its acceptance under the Offer:

4.3.1 an Accepting Shareholder holding Offer Shares which **are not deposited with CDP** must give written notice to the Offeror at Milkyway International Chemical Supply Chain Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632; and

4.3.2 an Accepting Shareholder holding Offer Shares which **are deposited with** CDP must give written notice to the Offeror at Milkyway International Chemical Supply Chain Pte. Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934.

A notice of withdrawal shall be effective only if signed by the Accepting Shareholder or his/her/its agent duly appointed in writing and evidence of whose appointment is produced in a form satisfactory to the Offeror within the said notice and when actually received by the Offeror.

PROCEDURES FOR ACCEPTANCE OF THE OFFER

1. PROCEDURES FOR ACCEPTANCE OF THE OFFER

1.1 Depositors

1.1.1 Depositors whose Securities Accounts are credited with Offer Shares. If you have Offer Shares standing to the credit of the “Free Balance” of your Securities Account, you should receive the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents) together with a FAA. If you do not receive the FAA, you may obtain a copy of such FAA, upon production of satisfactory evidence that you are a Shareholder, by submitting a request to CDP by contacting CDP’s Customer Service Hotline at +65 6535 7511 during their operating hours or emailing CDP at asksgx@sgx.com. An electronic copy of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

Acceptance. If you wish to accept the Offer, you should:

- (i) complete the FAA in accordance with this Offer Document and the instructions printed on the FAA. In particular, you must state in **Section C** of the FAA or the relevant section in the electronic form of the FAA, the number of Offer Shares in respect of which you wish to accept the Offer.
 - (a) if you:
 - (aa) do not specify such number; or
 - (bb) specify a number which exceeds the number of Offer Shares standing to the credit of the “Free Balance” of your Securities Account **on the Date of Receipt or, in the case where the Date of Receipt is on the Closing Date, by 5.30 p.m. (Singapore time) on the Closing Date,** you shall be deemed to have accepted the Offer in respect of all the Offer Shares standing to the credit of the “Free Balance” of your Securities Account **on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date);**
 - (b) if paragraph 1.1.1(i)(a)(bb) above applies and at the time of verification by CDP of the FAA on the Date of Receipt, there are outstanding settlement instructions with CDP to receive further Offer Shares into the “Free Balance” of your Securities Account (“**Unsettled Buy Position**”), and the Unsettled Buy Position settles such that the Offer Shares in the Unsettled Buy Position are transferred to the “Free Balance” of your Securities Account at any time during the period the Offer is open, up to 5.30 p.m. on the Closing Date (“**Settled Shares**”), you shall be deemed to have accepted the Offer in respect of the balance number of Offer Shares inserted in **Section C** of the FAA or the relevant section of the electronic form of the FAA which have not yet been accepted pursuant to paragraph 1.1.1(i)(a)(bb) above, or the number of Settled Shares, whichever is less;
- (ii) if you are submitting the FAA in physical form, sign the FAA in accordance with this **Appendix 2** and the instructions printed on the FAA; and

- (iii) submit the completed and signed FAA:
- (a) **in physical form, by post**, in the enclosed pre-addressed envelope **at your own risk**, to Milkyway International Chemical Supply Chain Pte. Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or
 - (b) **in electronic form**, via SGX-ST's Investor Portal at investors.sgx.com (in respect of Individual and Joint-Alt account holders only). Depositors who are corporations or Joint-And account holders cannot submit their FAA in electronic form and should sign the enclosed FAA per its/their signing mandate and where appropriate, affix its common seal to the FAA in accordance with its constitution or relevant constitutive documents,

in either case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold the Offeror and CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

If you have sold or transferred all your Offer Shares held through CDP, you need not forward this Offer Document and the accompanying FAA to the purchaser or transferee, as CDP will arrange for the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents) and FAA to be sent to the purchaser or transferee.

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

1.1.2 Depositors whose Securities Accounts will be credited with Offer Shares. If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, you should also receive the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents) together with a FAA. If you do not receive the FAA, you may obtain a copy, upon production of satisfactory evidence that you are a Shareholder, by submitting a request to CDP by contacting CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or emailing CDP at asksgx@sgx.com. An electronic copy of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

Acceptance. If you wish to accept the Offer in respect of such Offer Shares, you should, **AFTER** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares:

- (i) complete and sign the FAA in accordance with **Paragraph 1.1.1 (Depositors whose Securities Accounts are credited with Offer Shares)** of this **Appendix 2** and the instructions printed on the FAA; and

- (ii) submit the completed and signed FAA (no part may be detached or otherwise mutilated):
 - (a) **in physical form, by post**, in the enclosed pre-addressed envelope **at your own risk**, to Milkyway International Chemical Supply Chain Pte. Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or
 - (b) **in electronic form**, via SGX-ST's Investor Portal at investors.sgx.com (in respect of Individual and Joint-Alt account holders only). Depositors who are corporations or Joint-And account holders cannot submit their FAA in electronic form and should sign the enclosed FAA per its/their signing mandate and where appropriate, affix its common seal to the FAA in accordance with its constitution or relevant constitutive documents,

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with the FAA, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold the Offeror and CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

1.1.3 Depositors whose Securities Accounts are and will be credited with Offer Shares.

If you have Offer Shares credited to the "Free Balance" of your Securities Account, and have purchased additional Offer Shares on the SGX-ST which are in the process of being credited to the "Free Balance" of your Securities Account, you may accept the Offer in respect of the Offer Shares standing to the credit of the "Free Balance" of your Securities Account and may accept the Offer in respect of the additional Offer Shares purchased which are in the process of being credited to your Securities Account only **AFTER** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares. The provisions set out above shall apply in the same way to your acceptance of the Offer.

1.1.4 Rejection. If upon receipt by CDP, on behalf of the Offeror, of the FAA, it is established that such Offer Shares have not been or will not be, credited to the "Free Balance" of your Securities Account (as, for example, where you sell or have sold such Offer Shares), your acceptance is liable to be rejected. None of CDP, RHTC, the Registrar and/or the Offeror accepts any responsibility or liability in relation to such a rejection, including the consequences thereof.

If you purchase Offer Shares on the SGX-ST, your acceptance in respect of such Offer Shares is liable to be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date), save where you had indicated the number of Offer Shares you wish to tender in acceptance of the Offer in **Section C** of the FAA and there is an Unsettled Buy Position on or subsequent to the time of verification by CDP of the FAA on the Date of Receipt which settles on or before 5.30 p.m. (Singapore time) on the Closing Date. If an Unsettled Buy Position does not settle on or before 5.30 p.m. (Singapore time) on the Closing Date, your acceptance in respect of such Offer Shares will be rejected. None of CDP, RHTC, the Registrar and the Offeror accepts any responsibility or liability in relation to such a rejection, including the consequences thereof.

1.1.5 FAAs received on Saturday, Sunday and public holidays. For the avoidance of doubt, FAAs received by CDP on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day.

1.1.6 General. No acknowledgement will be given by CDP for submissions of FAAs. All communications, notices, documents and payments to be delivered or sent to you will be sent by ordinary post at your own risk to your address as it appears in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares credited to your Securities Account. You can verify such number in your Securities Account: (i) through CDP Online if you have registered for the CDP Internet Access Service; or (ii) through the CDP Phone Service using SMS OTP, under the option “To check your securities balance”.

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

1.1.8 Notification. If you have accepted the Offer in accordance with the provisions contained in this **Appendix 2** and the FAA, upon the Offer becoming or being declared to be unconditional in all respects in accordance with its terms, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Offer Price which will be credited directly into your designated bank account for Singapore Dollars via CDP’s Direct Crediting Service (“**DCS**”) on the payment date as soon as practicable and in any event:

- (i) in respect of acceptances of the Offer which are complete and valid in all respects and are received **on or before** the date on which the Offer becomes or is declared unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or
- (ii) in respect of acceptances of the Offer which are complete and valid in all respects and are received **after** the date on which the Offer becomes or is declared unconditional in all respects in accordance with its terms, but before the Offer closes, within seven (7) Business Days of the date of such receipt.

In the event you are not subscribed to CDP’s DCS, any monies to be paid shall be credited to your Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein).

1.1.9 Return of Offer Shares. In the event the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, CDP will return the aggregate number of Offer Shares in respect of which you have accepted the Offer and tendered for acceptance under the Offer to the “Free Balance” of your Securities Account as soon as possible and in any event within fourteen (14) days from the lapse or withdrawal of the Offer.

1.1.10 No Securities Account. If you do not have an existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in the FAA will be rejected.

1.2 Scrip Holders

1.2.1 Shareholders whose Shares are not deposited with CDP. If you hold Offer Shares which are not deposited with CDP (“**in scrip form**”), you should receive the Notification (containing the address and instructions for the electronic retrieval of this Offer Document and its related documents) together with a FAT. If you do not receive a FAT, you may obtain a copy, upon production of satisfactory evidence that you are a Shareholder, from the Receiving Agent, at its office located at 11 North Buona Vista Drive, #06-07 The Metropolis Tower 2, Singapore. Electronic copies of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

1.2.2 Acceptance. If you wish to accept the Offer in respect of such Offer Shares, you should:

- (i) complete the FAT in accordance with the provisions and instructions in this Offer Document and the FAT (which provisions and instructions shall be deemed to form part of the terms and conditions of the Offer). In particular, you must state in **Section A** of the FAT, the number of Offer Shares in respect of which you wish to accept the Offer and state in **Section B** of the FAT, the share certificate number(s) of the relevant share certificate(s). If you:
 - (a) do not specify a number in **Section A** of the FAT; or
 - (b) specify a number in **Section A** of the FAT which exceeds the number of Offer Shares represented by the attached share certificate(s) accompanying the FAT,you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) accompanying the FAT;
- (ii) sign the FAT in accordance with this **Appendix 2** and the instructions printed on the FAT; and
- (iii) deliver:
 - (a) the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
 - (b) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in this Offer Document and the FAT;
 - (c) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by it); and
 - (d) any other relevant document(s), either:
 - (aa) **by hand**, to Milkyway International Chemical Supply Chain Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632; or
 - (bb) **by post**, in the enclosed pre-addressed envelope at your own risk, to Milkyway International Chemical Supply Chain Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632,

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope at your own risk which is enclosed with the FAT, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above addresses.

- 1.2.3 Receipt.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, RHTC or the Receiving Agent.
- 1.2.4 Return of Offer Shares.** In the event the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, the FAT, the share certificate(s) and any other accompanying document(s) will be returned to you as soon as possible and in any event, within fourteen (14) days of the lapse or withdrawal of the Offer.
- 1.2.5 FATs received on Saturday, Sunday and public holidays.** For the avoidance of doubt, FATs received by the Receiving Agent on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day.

2. GENERAL

- 2.1 Disclaimer and Discretion.** The Offeror, RHTC, the Registrar/Receiving Agent and/or CDP will be entitled, in their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through the FAA and/or the FAT, as the case may be, which is not entirely in order or which does not comply with the terms of this Offer Document and the Relevant Acceptance Forms or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the FAA and/or the FAT, as the case may be, is properly completed in all respects and that the FAA and/or the FAT, as the case may be, should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror, RHTC, the Registrar/Receiving Agent and/or CDP accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and RHTC each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated in this Offer Document and in the FAA and/or the FAT, as the case may be, or if made otherwise than in accordance with the provisions of this Offer Document and in the FAA and/or the FAT, as the case may be.
- 2.2 Scrip and Scripless Offer Shares.** If you hold some Offer Shares in scrip form and others with CDP, you should complete a FAT for the former and a FAA for the latter in accordance with the respective procedures set out in this **Appendix 2** and the Relevant Acceptance Forms if you wish to accept the Offer in respect of such Offer Shares.
- 2.3 Deposit Time.** If you hold Offer Shares in scrip form, the Offer Shares may not be credited into your Securities Account with CDP in time for you to accept the Offer by way of the FAA if you were to deposit your share certificate(s) with CDP during the period beginning on the Commencement Date and ending on the Closing Date (both dates inclusive). If you wish to accept the Offer in respect of such Offer Shares held in scrip form, you should complete a FAT and follow the procedures set out in **Paragraph 1.2 (Scrip Holders)** of this **Appendix 2**.
- 2.4 Correspondences.** All communications, certificates, notices, documents and remittances to be delivered or sent to you (or in the case of scrip holders, your designated agent or, in the case of joint Accepting Shareholders who have not designated any agent, to the one first named in the records of CDP or the Register, as the case may be) will be sent by ordinary post to your respective mailing addresses as they appear in the records of CDP or the Register, as the case may be, at the risk of the person entitled thereto (or for the purposes of remittances only, to such different names and addresses as may be specified by you in the FAA and/or the FAT, as the case may be, at your own risk).
- 2.5 Evidence of Title.** Delivery of the duly completed and signed FAA and/or FAT, together with the relevant share certificate(s) and/or other documents of title (where applicable) and/or other relevant document(s) required by the Offeror, CDP and/or the Registrar/Receiving Agent, to the Offeror, CDP and/or the Registrar/Receiving Agent, as the case may be, shall be conclusive evidence in favour of the Offeror, CDP and/or the Registrar/Receiving Agent, as the case may be, of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.

- 2.6 Loss in Transmission.** The Offeror, RHTC, the Registrar/Receiving Agent and/or CDP, as the case may be, shall not be liable for any loss in transmission of the FAA and/or the FAT.
- 2.7 Acceptances Irrevocable.** Except as expressly provided in this Offer Document and the Code, the acceptance of the Offer made by you using the FAA and/or the FAT, as the case may be, shall be irrevocable and any instructions or subsequent FAA(s) and/or FAT(s) received by CDP and/or the Registrar/Receiving Agent, as the case may be, after the FAA and/or the FAT, as the case may be, has been received shall be disregarded.
- 2.8 Personal Data Privacy.** By completing and delivering a Relevant Acceptance Form, each person: (i) consents to the collection, use and disclosure of his/her/its personal data by CDP, the Registrar/Receiving Agent, the Offeror, RHTC and the Company (“**Relevant Persons**”) for the purpose of facilitating his acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines; (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, regulations and/or guidelines; and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his/her/its breach of warranty.

ADDITIONAL INFORMATION ON THE OFFEROR

1. DIRECTORS

The name, address and description of each Director as at the Latest Practicable Date are as follows:

Name	Address	Description
Mr Wang Yongdong	16 Enggor Street, #30-08, Altez, Singapore 079717	Director
Ms Miao Leimin	16 Enggor Street, #30-08, Altez, Singapore 079717	Director

2. PRINCIPAL ACTIVITY AND SHARE CAPITAL

The Offeror was incorporated in the Republic of Singapore on 30 July 2021 and is a private company limited by shares. Its principal activity is that of freight forwarding business and transport arrangement of chemical products.

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$300,000.00 with 300,000 ordinary shares. The Offeror is wholly owned by MCSC, which was incorporated in the People's Republic of China on 28 March 1997 and is a China-based company which is mainly engaged in the provision of chemical supply chain services.

MCSC mainly provides one-stop integrated logistics and management services worldwide, with freight forwarding, warehousing, transportation and chemical distribution as the core for domestic and foreign chemical production enterprises and chemical consumer enterprises, including transportation, warehousing, freight forwarding, distribution, logistics processing, information services and others. MCSC also provides chemical supply chain services for low-risk products such as paints, pesticides, polyurethane materials, electronic chemicals, lithium batteries, dyes and others. MCSC provides its services in domestic market and to overseas markets, with network and legal presence in Singapore, United States of America and Germany.

MCSC was listed on the Shanghai Stock Exchange (share code: 603713) in 2018. As at the Latest Practicable date, MCSC has a market capitalisation of approximately RMB14.41 billion.

3. FINANCIAL SUMMARY

3.1 SUMMARY OF FINANCIAL PERFORMANCE OF THE OFFEROR

A summary of the audited statement of profit of loss and other comprehensive income of the Offeror for the 17-month financial period ended 31 December 2022 (“17M2022”) is set out in the table below. As the Offeror was incorporated on 30 July 2021, no audited statement of profit of loss and other comprehensive income of the Offeror were prepared prior to 30 July 2021.

	17M2022 (Audited) USD'000
Revenue	9,459
Cost of sales	(9,961)
Gross loss	(502)
Other income	20
Operating expenses	(730)
Loss before tax	(1,212)
Income tax	–
Loss for the period	(1,212)

3.2 SUMMARY OF FINANCIAL POSITION OF THE OFFEROR

A summary of the audited statement of financial position of the Offeror as at 31 December 2022 is set out in the table below. As the Offeror was incorporated on 30 July 2021, no audited statement of financial position of the Offeror was prepared prior to 30 July 2021.

	31 December 2022 (Audited) USD'000
Assets	
Non-current assets	
Plant and equipment	13
Investment in subsidiaries	1,107
Total non-current assets	1,120
Current assets	
Cash and bank balances	3,150
Trade receivables	2,416
Other receivables	903
Prepayment	15
Total current assets	6,484
Total assets	7,604
Liabilities	
Current liabilities	
Trade payables	7,529
Other payables and accruals	815
Total liabilities	8,344
Equity	
Share capital	217
Capital reserves	255
Accumulated losses	(1,212)
Total equity	(740)
Total liabilities and equity	7,604

3.3 SUMMARY OF FINANCIAL PERFORMANCE OF MCSC GROUP

A summary of the audited consolidated income statements of MCSC Group for FY2020, FY2021, FY2022 and the unaudited interim consolidated income statements for the six-month financial period ended 30 June 2023 (“6M2023”) is set out in the table below. The summary is extracted from, and should be read in conjunction with, the audited consolidated financial statements of MCSC Group for FY2020, FY2021, FY2022 and the unaudited interim financial statements for 6M2023 which are available on the Shanghai Stock Exchange website, <http://www.sse.com.cn/>.

	FY2020 (Audited) RMB'million	FY2021 (Audited) RMB'million	FY2022 (Audited) RMB'million	6M2023 (Unaudited) RMB'million
Revenue	3,427	8,645	11,576	4,528
Cost of sales	(2,854)	(7,758)	(10,316)	(3,980)
Gross profit	573	887	1,260	548
Tax and surcharge	(10)	(19)	(21)	(13)
Selling expenses	(49)	(94)	(124)	(58)
General and administration expenses	(129)	(198)	(298)	(144)
Research and development expenses	(26)	(28)	(31)	(19)
Financial expenses	(31)	(54)	(55)	(31)
Other income	15	22	24	8
Investment income	4	12	3	4
Gains on changes in fair value	*	*	2	2
Losses on credit impairment	(7)	*	(13)	5
Assets impairment losses	(4)	(13)	(41)	(5)
Gains on disposal of assets	–	15	2	2
Operating profit	336	530	708	298[#]
Non-operating income	17	20	33	27
Non-operating expenses	(4)	(23)	(12)	(4)
Profit before income tax	349	528[#]	729	320[#]
Income tax expenses	(60)	(92)	(105)	(62)
Net profit after tax	290[#]	436	624	259[#]
Profit attributable to:				
Shareholders of the company	288	432	605	253
Non-controlling interest	1[#]	4	18[#]	5[#]

Notes:

* Less than RMB1,000,000.

Does not add up due to rounding.

3.4 SUMMARY OF ASSETS AND LIABILITES OF MCSC GROUP

A summary of the audited consolidated balance sheet of MCSC Group as at 31 December 2020, 31 December 2021, 31 December 2022 and the unaudited consolidated balance sheet of MCSC Group as at 30 June 2023 is set out in the table below. The summary is extracted from, and should be read in conjunction with, the audited consolidated financial statements of the MCSC Group for FY2020, FY2021, FY2022 and the unaudited interim financial statements for 6M2023, which are available on the Shanghai Stock Exchange website, <http://www.sse.com.cn/>.

	31 December 2020 (Audited) RMB'million	31 December 2021 (Audited) RMB'million	31 December 2022 (Audited) RMB'million	30 June 2023 (Unaudited) RMB'million
Assets				
Cash and cash equivalent	126	638	1,277	1,237
Financial assets held for trading	16	382	449	394
Notes receivable	186	721	712	568
Accounts receivable	1,167	1,943	2,045	1,992
Accounts receivables financing	6	32	295	190
Advances to suppliers	93	391	196	253
Other receivables	49	91	122	132
Inventories	18	78	266	217
Other current assets	135	179	157	171
Total current assets	1,798[#]	4,454[#]	5,519	5,154
Long term equity investment	–	*	–	2
Investment properties	8	3	28	24
Fixed assets	789	1,089	1,199	1,306
Construction in progress	46	279	564	796
Right to use assets	–	154	278	234
Intangible assets	480	559	839	947
Goodwill	473	610	872	1,113
Long-term prepaid expenses	27	23	38	35
Deferred tax assets	18	25	70	81
Other non-current assets	38	76	103	166
Total non-current assets	1,880[#]	2,819[#]	3,992	4,704
TOTAL ASSETS	3,678	7,273	9,511	9,858
Liabilities				
Short-term borrowings	254	805	1,406	1,722
Notes payable	297	530	135	157
Accounts payable	464	719	790	882
Advances from customers	2	31	88	20
Contract liabilities	12	11	46	33
Payroll payable	43	63	76	60
Taxes payable	24	61	57	77
Other payables	300	254	273	326
Non-current liabilities due within 1 year	–	90	140	129
Other current liabilities	194	715	706	525
Total current liabilities	1,590	3,279	3,718[#]	3,932[#]
Long-term borrowings	184	525	708	629
Bond payable	–	–	835	850
Lease liabilities	–	65	138	110
Long-term payables	2	1	–	–
Estimated liabilities	–	1	4	4
Deferred income	19	18	17	17
Deferred tax liabilities	105	164	198	214
Total non-current liabilities	309[#]	774	1,899	1,823[#]
TOTAL LIABILITIES	1,899	4,053	5,617	5,756[#]

	31 December 2020 (Audited) RMB'million	31 December 2021 (Audited) RMB'million	31 December 2022 (Audited) RMB'million	30 June 2023 (Unaudited) RMB'million
Equity				
Share capital	155	164	164	164
Other equity instruments	–	–	35	35
Capital reserves	704	1,788	1,833	1,849
Treasury shares	(41)	(82)	(69)	(103)
Other comprehensive income	–	*	2	4
Special reserve	32	31	30	28
Surplus reserves	19	20	33	33
Retained earnings	842	1,231	1,759	1,923
Shareholders' equity	1,711	3,153[#]	3,789[#]	3,933
Minority interest	68	67	105	170
TOTAL LIABILITIES AND EQUITY	3,678	7,273	9,511	9,858[#]

Notes:

* Less than RMB1,000,000.

Does not add up due to rounding.

4. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, there has not been, to the knowledge of the Offeror, any material change in the financial position of the Offeror since 31 December 2022, being the date of the last audited financial statements of the Offeror.

As at the Latest Practicable Date, save for (i) the making of the Offer, and (ii) information on the MCSC Group which is publicly available, there has not been, to the knowledge of the MCSC Group, any material change in the financial position of the MCSC Group since 31 December 2022, being the date of the last audited consolidated financial statements of the MCSC Group laid before its shareholders in general meeting.

5. SIGNIFICANT ACCOUNTING POLICIES

The audited financial statements of the Offeror have been prepared in accordance with the Singapore Financial Reporting Standards. The significant accounting policies of the Offeror are set out in the notes of the financial statements of the audited financial statements of the Offeror for 17M2022.

The audited consolidated financial statements of the MCSC Group have been prepared in accordance with China Accounting Standards issued by the Ministry of Finance (企業會計準則). The significant accounting policies of the MCSC Group are set out in the notes of the financial statements of the audited consolidated financial statements of the MCSC Group for FY2022, which is available on the Shanghai Stock Exchange website, <http://www.sse.com.cn/>.

6. CHANGES IN ACCOUNTING POLICIES

As at the Latest Practicable Date, there has been no material change in the accounting policies of the Offeror since the date of its audited financial statements for 17M2022 which will cause the figures set out in **Sections 3.1** and **3.2** of this **Appendix 3** above to be not comparable to a material extent.

As at the Latest Practicable Date, there has been no material change in the accounting policies of the MCSC Group since the date of its audited consolidated financial statements for FY2022 which will cause the figures set out in **Sections 3.3** and **3.4** of this **Appendix 3** above to be not comparable to a material extent.

7. REGISTERED OFFICE

The registered office of the Offeror is at 10 Anson Road, #03-58 International Plaza, Singapore 079903.

ADDITIONAL INFORMATION ON THE COMPANY

1. DIRECTORS

The name, address and description of each director of the Company as at the Latest Practicable Date are as follows:

Name	Address	Description
Mr Lim Lung Tieng, Kelvin	18A Yarwood Avenue, Singapore 588012	Executive Chairman
Mr Lin Kaixian	91 West Coast Vale #15-01, Twin Vew Singapore 126755	Executive Director and Managing Director (Transportation Business)
Mr Yee Kee Shian, Leon	20A Bright Hill Crescent, Singapore 573991	Lead Independent Non- Executive Director
Mr Lim Kian Thong	23 Toh Tuck Terrace, Singapore 596650	Independent Non-Executive Director
Ms Tan Hui Tsu, Catherine	611 Hougang Avenue 8, #07-502, Singapore 530611	Independent Non-Executive Director

2. SHARE CAPITAL

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$17,787,115.00, comprising 167,678,800 Shares with no treasury shares.

3. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as disclosed in the unaudited consolidated financial statements of the Group for the half year ended 31 March 2023 announced by the Company on 28 April 2023 and any other information on the Group which is publicly available (including, without limitation, the announcements released by the Company on SGXNET), there have been, to the best knowledge of the Offeror, no material changes in the financial position or prospects of the Company since 6 January 2023, being the date of the last audited consolidated financial statements of the Company laid before the Shareholders in general meeting.

4. REGISTERED OFFICE

The registered office of the Company is at 10 Raeburn Park #02-15B, Singapore 088702.

ADDITIONAL GENERAL INFORMATION

1. DISCLOSURE OF INTERESTS

- 1.1 No Indemnity Arrangements.** To the best knowledge of the Director as at the Latest Practicable Date, save for the Irrevocable Undertakings as described in **Section 8** of the Letter to Shareholders in this Offer Document, neither the Offeror nor any of its concert parties has entered into any arrangement with any person of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Relevant Securities which may be an inducement to deal or refrain from dealing in the Relevant Securities.
- 1.2 No Agreement having any Connection with or Dependence upon Offer.** As at the Latest Practicable Date, save for the Irrevocable Undertakings and as disclosed in this Offer Document, there is no agreement, arrangement or understanding between (i) the Offeror or any parties acting in concert with the Offeror and (ii) any of the current or recent directors of the Company or any of the current or recent shareholders of the Company having any connection with or dependence upon the Offer.
- 1.3 Transfer of Offer Shares.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any Offer Shares acquired pursuant to the Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Offer Shares to its shareholders, any of its related corporations or for the purpose of granting security in favour of financial institutions which have extended or shall extend credit facilities to it.
- 1.4 Payment or Benefit to Directors of the Company.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the Company or any of its related corporations as compensation for loss of office or otherwise in connection with the Offer.
- 1.5 No Agreement Conditional upon Outcome of Offer.** As at the Latest Practicable Date, save for the Irrevocable Undertakings and as disclosed in this Offer Document, there is no agreement, arrangement or understanding between: (i) the Offeror; and (ii) any of the directors of the Company or any other person in connection with or conditional upon the outcome of the Offer or is otherwise connected with the Offer.
- 1.6 Transfer Restrictions.** The constitution of the Company does not contain any restrictions on the right to transfer the Offer Shares.

2. GENERAL

- 2.1 Costs and Expenses.** All costs and expenses of or incidental to the preparation and circulation of this Offer Document and the Relevant Acceptance Forms (other than professional fees and other costs relating to the Offer or any revision thereof incurred or to be incurred by the Company relating to the Offer) and stamp duty and transfer fees resulting from acceptances of the Offer will be paid by the Offeror.
- 2.2 Consent.** (i) RHTC, as financial adviser to the Offeror, and (ii) the Registrar/Receiving Agent has each given and has not withdrawn their written consent to the issue of this Offer Document with the inclusion of their names and all references to their names in the form and context in which it appears in this Offer Document.

3. MARKET QUOTATIONS

3.1 Closing Prices. The closing prices of the Shares on the SGX-ST (as reported by Bloomberg L.P.): (i) on the Latest Practicable Date was S\$0.225; (ii) on the Last Trading Day was S\$0.168; and (iii) on the last Market Day on which Shares were traded for each of the six (6) calendar months preceding the Pre-Conditional Offer Announcement Date (as reported by Bloomberg L.P.), are set out in the table below:

Date	Closing Price ⁽¹⁾ (S\$)
31 December 2022	0.139
31 January 2023	0.160
28 February 2023	0.145
31 March 2023	0.153
30 April 2023	0.161
31 May 2023	0.170

Note:

(1) Based on data extracted from Bloomberg L.P. on the Last Trading Day and rounded to the nearest three (3) decimal places.

3.2 Highest and Lowest Closing Prices. The highest and lowest closing prices of the Shares on the SGX-ST (as reported by Bloomberg L.P.) during the period commencing six (6) calendar months prior to the Pre-Conditional Offer Announcement Date and ending on the Latest Practicable Date (being 4 December 2022 to 11 August 2023 (both dates inclusive)).

	Closing Price (S\$) ⁽¹⁾	Date(s) ⁽¹⁾
Highest closing price	0.225	12 July 2023, 19 July 2023, 21 July 2023, 27 July 2023, 2 August 2023, 4 August 2023, 8 August 2023, 10 August 2023 and 11 August 2023
Lowest closing price	0.132	22 February 2023

Note:

(1) Based on data extracted from Bloomberg L.P. on 11 August 2023, being the Latest Practicable Date.

4. DOCUMENTS FOR INSPECTION

4.1 Copies of the following documents may be inspected at the offices of the Registrar at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632 during normal business hours upon prior appointment with the Registrar at +65 6536 5355, until the date on which the Offer closes, lapses or is withdrawn in accordance with its terms.

4.1.1 the Pre-Conditional Offer Announcement;

4.1.2 the Offer Announcement;

4.1.3 the Irrevocable Undertakings;

4.1.4 the constitution of the Offeror; and

4.1.5 the letters of consent of (i) RHTC and (ii) the Registrar/Receiving Agent referred to in **Paragraph 2.2 (Consent)** of this **Appendix 5**.