

## IRREVOCABLE UNDERTAKING

To: Rich Pro Investments Ltd. (the "**Offeror**")  
Akara Bldg.  
24 De Castro Street  
Wickhams Cay 1  
Road Town, Tortola  
British Virgin Islands

finnCap Ltd (the "**Financial Advisor**")  
60 New Broad Street  
London  
EC2M 1JJ

12 July 2017

In consideration of the Offeror agreeing to make or procure the making of an offer (the "**Offer**") to acquire the whole of the issued ordinary share capital of Asa Resource Group PLC (the "**Target**") (including any ordinary shares issued while the Offer remains open for acceptance and any ordinary shares that may be issued pursuant to those options over the share capital of the Target not already owned by the Offeror or its affiliates which have a variety of exercise prices between 1.6 pence and 46 pence and excluding those shares or options already held by the Offeror) on, or substantially on, the terms and subject to the conditions set out in the attached draft press announcement (the "**Press Announcement**"), together with such additional terms and conditions as may be required to comply with the City Code on Takeovers and Mergers (the "**City Code**") and the requirements of London Stock Exchange PLC, I hereby irrevocably undertake, warrant and agree with the Offeror as follows:

1. I am the registered holder and beneficial owner of the number of ordinary shares of 0.1 pence each in the Target specified in Part 1 of the Schedule;
2. other than the shares specified in Part 1 of the Schedule there are no shares in the Target which are registered in my name or which are beneficially owned by me or in which I am interested or in respect of which I have any option or other right to acquire;
3. I have all relevant authority to enter into this undertaking and to perform all my obligations hereunder including to accept (or procure the acceptance of) or to exercise (or procure the exercise of) my vote in favour of the Offer in respect of the Shares and to transfer them on the terms of the Offer free from all liens, equities, charges, encumbrances and other interests and together with all rights attaching to them, including all rights to dividends or other distributions, if any, declared, made or paid on or after the date of this undertaking (other than as provided for in the terms of the Offer);
4. if the Offer is implemented by way of a takeover offer under the City Code and/or

section 974 of the Companies Act 2006 (a "**Takeover Offer**"), I will accept the Offer in respect of the Shares by returning, or procuring the return of, in accordance with the instructions contained in the document containing the terms and conditions of the Offer (the "**Offer Document**"), a duly completed and signed form of acceptance and the relevant share certificate and/or other document of title and any evidence of authority required by the terms of the Offer not later than 1.00 pm on the 5th day after the despatch of the Offer Document (in the case of the Shares specified in Part 1 of the Schedule) and (in the case of any other Shares) as soon as reasonably practicable after I become the registered holder or beneficial owner of such Shares and, in any event, before the final closing date of the Offer;

5. if the Offer is implemented by way of a scheme of arrangement pursuant to section 895 of the Companies Act 2006 (a "**Scheme**"), I will:
  - (a) vote (or procure that the registered holder of the Shares will vote) in person or by proxy (whether on a show of hands or via a poll) the Shares in favour of any resolutions proposed by the Target at any shareholder or court meeting required for the implementation of the Offer and the matters ancillary thereto (including without limitation, to approve the Scheme, authorise the reduction of capital of the Target and amend the Target's articles of association) and against any resolution or proposal to adjourn any shareholder or court meeting held in connection with the Offer; and
  - (b) after the posting of the circular to be sent to the shareholders of the Target containing an explanatory statement in respect of the Scheme (and without prejudice to any right to attend and rule in person of the shareholder or court meetings), complete and return the signed forms of proxy enclosed with the circular (validly completed and signed to vote in favour of all resolutions) in accordance with the instructions printed on these forms of proxy, not later than 1.00 pm on the 5th day after the despatch of the circular (in the case of the Shares specified in Part 1 of the Schedule) and (in the case of any other Shares) as soon as reasonably practicable after I become the registered holder or beneficial owner of such Shares and, in any event, before the final closing date of the Offer.
  
6. until the Offer lapses or is withdrawn, I will:
  - (a) exercise (or procure the exercise of) all voting rights attaching to the Shares in such manner as may be required to enable any condition of the Offer to be satisfied;
  - (b) take such other action as is within my control as may reasonably be required to enable the Offer to be made and become unconditional in all respects and refrain from taking any action or making any statement which is or may be prejudicial to the success of the Offer; and

7. until the Offer lapses in accordance with paragraph 15 or is withdrawn, I will not:
- (a) sell, transfer, charge, encumber, pledge or grant any option over or otherwise dispose of any of the Shares or any interest in any of the Shares except to the Offeror under the Offer;
  - (b) accept or agree to accept (and shall procure that the legal holder shall not accept or agree to accept), or exercise or undertake to exercise (and shall procure that the legal holder shall not exercise or undertake to exercise) the voting rights attaching to the Shares (either in person or proxy or by corporate representative) in favour of (conditionally or unconditionally), any other offer or vote in favour of any Scheme in respect of all or any of the Shares or any other shares in the capital of the Target by whatever means the same is to be implemented;
  - (c) withdraw the acceptance referred to in paragraph 4 of this undertaking in respect of any of the Shares even though I may become entitled to withdraw it under the rules of the City Code or any provision in the Offer Document giving effect to the City Code or otherwise and I shall procure that any acceptance of the Offer in respect of the Shares is not withdrawn;
  - (d) acquire any further interest in any shares or other securities in the Target or any rights to acquire or subscribe therefor except pursuant to exercise of any of the Options as set out in Part 2 of the Schedule;
  - (e) directly or indirectly, solicit, initiate or encourage or co-operate with the making of any other Takeover Offer or Scheme for any or all of the issued share capital of the Target;
  - (f) take or join in with any action which would give rise to any change in the constitution of the board of directors of the Target without the prior written consent of the Offeror; or
  - (g) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into with any other person, whether conditionally or unconditionally, to do all or any of the acts referred to in sub-paragraphs (a) to (f) (inclusive) of this paragraph.
8. I consent to the issue of a press announcement incorporating a reference to me substantially in the terms set out in the Press Announcement.
9. I hereby irrevocably and unconditionally undertake, represent and warrant that the details of all my interests and dealings in shares and other securities of the Target in the 12 months prior to the date hereof contained in the Schedule to this undertaking are true and accurate and that my interests are correctly described

and the registered holder of the shares to which they relate as set out in the Schedule are true and accurate in all respects and that, save as set out in the Schedule, I have no other interests in shares or other securities of the Target or rights to subscribe, purchase or otherwise acquire any shares or other securities of the Target.

10. I undertake to provide you promptly with all such further information in relation to my interests and dealings as you may require to comply with the rules and requirements of the Panel on Takeovers and Mergers and of the Financial Conduct Authority (including the Disclosure and Transparency Rules), the rules, standards and regulations of the London Stock Exchange (including the Admission and Disclosure Standards), the AIM Rules for Companies and any other legal or regulatory requirements.
11. I understand and agree that, in accordance with the rules of the City Code:
  - (a) particulars of this undertaking and my interests and dealings in securities of the Target in the 12 months prior to the date of release of the Press Announcement and up to the date of the Offer Document will be contained in the Offer Document; and
  - (b) this undertaking will be available for inspection while the Offer is open for acceptance.
12. I am not acting in concert with any person as defined in the City Code, other than China International Mining Group Corporation.
13. by way of security for my obligations under paragraphs 4 and 5 of this undertaking, I irrevocably appoint the Offeror (acting by any director nominated by it) to be my attorney to execute in my name and on my behalf a form of acceptance of the Offer in respect of the Shares if I have failed to comply with my obligations in paragraph 4 of this undertaking and/or to exercise my vote on my behalf or to execute in my name and on my behalf a form of proxy if I have failed to comply with my obligations in paragraph 5 of this undertaking and to sign, execute and deliver any documents and do all acts and things as may be necessary for or incidental to the acceptance of the Offer in relation to the Shares.
14. to the extent that any of the Shares are not registered in my name, I will procure the registered holders to act in accordance with the preceding terms of this undertaking.
15. this undertaking shall lapse if:
  - (a) the release of a press announcement announcing the Offer (substantially in the form of the Press Announcement) is not issued at or before 7.30 am on

24 July 2017, or such later date as may be agreed in writing by the Target or the Offeror;

- (b) the Offer Document is not despatched within 28 days of the date of such release, save that if the Offeror subsequently elects to proceed by way of a Scheme then the date in this paragraph 15(b) shall be extended to a date which is 28 days after the date of the press announcement announcing the change in structure, or, in each case, within such longer period as the Offeror determines, with the consent of the Panel on Takeovers and Mergers;
- (c) the Offer lapses or is withdrawn provided that the reason for such lapse or withdrawal is not because the Offeror has elected to proceed by way of a Scheme rather than by a way of a Takeover Offer; or
- (d) the Offeror announces that it does not intend to make or proceed with the Offer and no new replacement Scheme or Takeover Offer is announced,

and shall be of no further force and effect and I will have no claim against the Offeror or the Financial Advisor and the Offeror and the Financial Advisor will have no claim against me except in respect of antecedent breaches by me of the terms of this undertaking.

- 16. if I were to be in breach of any of my obligations under this undertaking, I recognise and acknowledge that damages alone would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such breach and that no proof of special damage would be necessary for the enforcement of this undertaking.
- 17. save to the extent (if any) required to comply with any applicable law, I shall keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking and details of our discussions, save to the extent that such matters have been made public through the issue of the Press Announcement or are subsequently made public through the issue of any documentation relating to the Offer and provided that I may disclose the same on a similarly confidential basis to the Target and its advisers. If disclosure or announcement is required by applicable law or regulation, I will promptly, unless prohibited by law, notify the Offeror in writing of such requirement and the reason for such disclosure or announcement, and, if practicable and appropriate in the circumstances, such disclosure or announcement shall only be made after consultation with the Offeror, taking into account the requirements of the Offeror as to its timing, content and manner of making or despatch and affording to the Offeror a reasonable opportunity to either to seek an appropriate remedy to prevent such disclosure or

announcement or to waive compliance with the provisions of this undertaking. The obligations in this paragraph 17 shall survive termination of this undertaking.

18. before such time as the Press Announcement is released or the details of the Offer are made public through the issue of any documentation relating to the Offer, I will not base any behaviour in relation to the Shares (or any securities of the Target) or any financial instruments (as defined in the Market Abuse Regulation (Regulation 596/2014) ("**MAR**")), which would be prohibited under MAR, on such information. I acknowledge that the matters referred to in this undertaking constitute inside information for the purposes of the Criminal Justice Act 1993, Financial Services and Markets Act 2000 and MAR and consent to being made an "insider" as defined in those Acts.
19. any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but, as regards any time, date or period originally fixed or so extended, time will be of the essence.
20. in this undertaking references to a person having an "**interest**" in securities of a company includes all interests which that person would be required to notify to that company if he were a director of that company, and the expression "**Offer**" shall include an offer on such other terms, including any new, improved, increased, renewed, revised or extended offer or offers by the Offeror or on its behalf, whether voluntary or mandatory and which in the reasonable opinion of the Financial Adviser is/are no less favourable than such offer which may be made via a Scheme or via a Takeover Offer and the expression "**Shares**" means the number of ordinary shares of 0.1 pence each in the Target specified in Part 1 of the Schedule, any shares allotted pursuant to the exercise of any of the Options, and any other shares, securities or interests in the Target or rights to subscribe therein acquired or otherwise purchased by me after the date of this undertaking.
21. This undertaking will be binding upon my successors in title and is governed by English law.
22. I hereby submit to the exclusive jurisdiction of the English courts as regards any claim or matters arising in relation to this deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this undertaking).
23. References to the singular in this undertaking include the plural and vice versa.

**IN WITNESS** whereof this document has been executed as a deed and is delivered and takes effect on the date first above written.

## SCHEDULE

### Part 1 (the Shares)

Name and registered address of registered holder	Name and address of beneficial owner	Number of shares
Yat Hoi Ning Flat A, 46/F., Tower 9, 68 Bel-Air Peak Avenue, Bel-Air on the Peak, Island South, Pokfulam, Hong Kong.	Yat Hoi Ning Flat A, 46/F., Tower 9, 68 Bel-Air Peak Avenue, Bel-Air on the Peak, Island South, Pokfulam, Hong Kong.	105,881,012

### Part 2 (the Options)

No. of ordinary shares	Date of grant	Exercise price	Name of scheme
None	None	None	None

### Part 3 (Dealings)

The "dealings" (as defined in the Code) in respect of any "interests" (as defined in Part 22 the Companies Act 2006) in the Target (as set out in paragraph Part 1 and Part 2) during the period beginning 12 months prior to the date hereof are as stated below:

Date	Party	Nature of transaction	Number of securities (registered or beneficial)	Price per security (p)
None	None	None	None	None

*Yat Hoi Ning*

**SIGNED AS A DEED**  
by YAT HOI NING  
in the presence of:

Witness:  
Signature

*[Handwritten Signature]*

Name

*Ip, Yuk Lin*

Address

*Units 109-110, Level 5,  
Core E, Cyberport 2,  
100 Cyberport Road, Hong Kong.*

Occupation

*Administrative Manager*



**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN OR INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

12 July 2017

**CASH OFFER**

by

**RICH PRO INVESTMENTS LIMITED ("RPI")**

for

**ASA RESOURCE GROUP PLC ("ASA")**

**Summary**

- The Board of RPI is pleased to announce a cash offer to be made for the whole of the issued and to be issued share capital of ASA which is not already owned by RPI at a price of 2.1 pence per ASA Share.
- RPI believes that the Offer presents ASA Shareholders who wish to do so with a compelling exit opportunity at a highly attractive premium of:
  - approximately 64.7 per cent. to the closing price of 1.275 pence per ASA Share on 11 July 2017, being the last business day prior to the date of this Announcement;
  - approximately 30.0 per cent. to the volume-weighted average price of 1.62 pence per ASA Share from 1 January 2017 up to and including 11 July 2017, being the last business day prior to the date of this Announcement; and
  - approximately 43.9 per cent. to the volume-weighted average price of 1.46 pence per ASA Share for the 12-months up to and including 11 July 2017, being the last business day prior to the date of this Announcement.
- RPI believes that the Offer is particularly compelling in light of its view that ASA is exposed to a number of risks and uncertainties including the following:

- ASA has a material level of outstanding current borrowings and outstanding creditors which require repayment or refinancing in the near future;
  - there has been a material decrease in net cash in recent years and ASA continues to be supported by a mixture of new equity and borrowings, and RPI has no reason to expect the terms of any near-term refinancing to be favourable to existing ASA Shareholders;
  - there are several material uncertainties as to the good-standing or longevity of certain of the Wider ASA Group's mining licences;
  - ASA has exposure to multiple legal disputes, accounting uncertainties and foreign exchange restrictions; and
  - as a consequence of extensive Board changes in recent years, ASA has been left with a management structure that RPI believes needs to be stabilised and strengthened.
- The Offer values the entire existing issued share capital of ASA (including RPI's existing shareholding) at approximately £35.5 million.
  - RPI remains hopeful that ongoing discussions with ASA will lead to a recommendation of the Offer by the ASA Board in due course. However, given the uncertainties surrounding ASA as set out above, RPI believes it appropriate to proceed with the Offer and not delay this Announcement unduly.
  - The Offer is being made by RPI, an investment company which is owned by Hailiang, one of the larger privately-owned enterprises in the PRC, with core businesses in copper processing and the trading of non-ferrous metal.
  - RPI currently holds 50,520,778 ASA Shares (representing 2.99 per cent. of ASA's voting rights) and, together with the Concert Parties, holds 264,929,278 ASA Shares representing, in aggregate, 15.66 per cent. of ASA's voting rights.
  - RPI has received irrevocable undertakings from ASA Shareholders to accept the Offer in respect of 320,289,512 ASA Shares representing, in aggregate, 18.93 per cent. of ASA's existing issued share capital.
  - RPI has also received a non-binding letter of intent to accept the Offer in respect of 275,338,243 ASA Shares representing 16.27 per cent. of ASA's existing issued share capital.
  - Accordingly, RPI has received irrevocable undertakings or letters of intent to accept the Offer in respect of 595,627,755 ASA Shares representing in aggregate

35.20 per cent. of ASA's existing issued share capital. Together with the 50,520,778 ASA Shares which RPI already owns, RPI therefore owns or has received irrevocable undertakings or letters of intent to accept the Offer in respect of, in aggregate, 646,148,533 ASA Shares representing 38.19 per cent. of ASA's existing issued share capital.

Commenting on the Offer, Cao Jianguo, Director and Chief Executive of Hailiang said:

*“We believe this Offer represents a certain cash exit at an attractive premium. Having been a long-standing shareholder in ASA we have seen the value of our investment decline significantly. We are concerned that without significant changes to the management and strategy of ASA this situation will not improve.”*

**This summary should be read in conjunction with the full text of the Announcement including the Appendices. The Offer will be subject to the conditions set out in Appendix 1 to the Announcement and to the full terms and conditions to be set out in the Offer Document and, in respect of ASA Shares in certificated form, the Form of Acceptance. Appendix 2 to the Announcement contains the sources and bases of certain information used in this summary and the Announcement. Appendix 3 contains details of the interests of RPI and persons acting in concert with RPI in ASA securities. Appendix 4 contains details of the irrevocable undertakings and letters of intent to accept the Offer received by RPI. Appendix 5 contains definitions of certain terms used in this summary and the Announcement.**

Enquiries:

**Rich Pro Investments Limited**

Bian Qi +86 571 5812 1566

**finnCap Limited (financial adviser to RPI)**

Henrik Persson 020 7220 0500

James Thompson

**FTI Consulting (PR adviser to RPI)**

Ben Brewerton 020 3727 1000

Edward Westropp

Sara Powell

THE ANNOUNCEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO AND DOES NOT CONSTITUTE, OR FORM PART OF, AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO SUBSCRIBE FOR OR BUY ANY SECURITIES NOR THE SOLICITATION OF ANY VOTE OR APPROVAL IN ANY JURISDICTION, NOR SHALL THERE BE ANY SALE, ISSUE OR TRANSFER OF THE SECURITIES REFERRED TO IN THE ANNOUNCEMENT IN ANY JURISDICTION IN CONTRAVENTION OF APPLICABLE LAW. THE OFFER WILL BE MADE SOLELY BY MEANS OF THE OFFER DOCUMENT AND, IN RESPECT OF ASA SHARES HELD IN CERTIFICATED FORM, THE FORM OF ACCEPTANCE ACCOMPANYING THE OFFER DOCUMENT.

***finnCap, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for RPI and no one else in connection with the Offer and will not be responsible to anyone other than RPI for providing the protections afforded to clients of finnCap nor for providing advice in relation to the Offer, the content of this summary and the Announcement or any other matter or arrangement referred to herein.***

#### ***Overseas Jurisdictions***

*The release, publication or distribution of this summary and the Announcement in jurisdictions other than the United Kingdom may be restricted by law and persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves about, and observe, any applicable requirements. This summary and the Announcement have been prepared for the purpose of complying with English law and the City Code and the information disclosed may not be the same as that which would have been disclosed if this summary and the Announcement had been prepared in accordance with the law of jurisdictions outside the United Kingdom.*

*The availability of the Offer to ASA Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located. Such persons should inform themselves about and observe any applicable legal or regulatory requirements.*

*Unless otherwise determined by RPI or required by the City Code and permitted by applicable law and regulation, the Offer will not be made, directly or indirectly, in, into or from, or by the use of the mails of, or by any means or instrumentality (including, without limitation, telephone, facsimile, the internet or any other form of electronic communication) of interstate or foreign commerce of, or through any facility of a national securities exchange of, any Restricted Jurisdiction and the Offer will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction. Accordingly, copies of the Announcement are not being, and must not be, directly or indirectly, mailed, transmitted or otherwise forwarded, distributed or sent, in, into or from any Restricted Jurisdiction and persons receiving the Announcement (including, without limitation, custodians, nominees and trustees) should observe these restrictions and must not mail, transmit or otherwise forward, distribute or send it in, into or from any Restricted*

*Jurisdiction. Doing so may render invalid any purported acceptance of the Offer. Notwithstanding the foregoing, RPI will retain the right to permit the Offer to be accepted and any sale of securities pursuant to the Offer to be completed if, in its sole discretion, it is satisfied that the transaction in question can be undertaken in compliance with applicable law and regulation.*

*The director of RPI and the directors of Hailiang accept responsibility for the information contained in this summary and the Announcement, save that the only responsibility accepted by them in relation to information relating to ASA and the Wider ASA Group (which has been compiled from public records) is to ensure that such information has been correctly and fairly reproduced. To the best of the knowledge and belief of the director of RPI and the directors of Hailiang (who have taken all reasonable care to ensure that such is the case), the information contained in this summary and the Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.*

### **Forward-looking statements**

*This summary and the Announcement, including information included or incorporated by reference in the Announcement, may contain "forward-looking statements" concerning ASA and RPI. Generally, the words "will", "may", "should", "continue", "believes", "expects", "intends", "anticipates" or similar expressions identify forward-looking statements. The forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Many of those risks and uncertainties relate to factors that are beyond the abilities of RPI and ASA to control or estimate precisely, such as future market conditions and the behaviour of other market participants, and therefore undue reliance should not be placed on such statements. RPI does not assume any obligation and does not intend to update these forward-looking statements, except as required pursuant to applicable law.*

*There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to: the ability to consummate the Offer; the ability to obtain the satisfaction of the conditions on the proposed terms and schedule; the potential impact of the announcement or consummation of the Offer on relationships, including with employees, suppliers, customers and competitors; and changes in general economic, business and political conditions. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither RPI nor any of its respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. You are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations (including under the AIM Rules and the Disclosure and Transparency Rules of the FCA, as applicable), RPI is not under any*

obligation, and RPI disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Disclosure requirements of the Code**

*This Announcement is for information purposes only. It is not intended to and does not constitute, or form part of, an offer or invitation or the solicitation of any offer to sell or purchase any securities or the solicitation of any offer to otherwise acquire, subscribe for, sell or otherwise dispose of any security pursuant to the Offer or otherwise. The Offer will be made solely by means of the Offer Document and, in respect of ASA Shares held in certificated form, the Form of Acceptance, which will contain the full terms and conditions of the Offer, including details of how the Offer may be accepted. Any decision in respect of, or other response to, the Offer should be made only on the basis of the information contained in those documents.*

*Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any paper offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a paper offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any paper offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any paper offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

### **Publication on website**

*A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the City Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on the Hailiang website at <http://www.Hailiang.com/en/index.php/service/disclaimer> by no later than 12 noon (London time) on the business day following this Announcement. For the avoidance of doubt, the content of that website is not incorporated by reference and does not form part of this Announcement.*

### **Requesting hard copy documents**

*In accordance with Rule 30.3 of the Code, a person so entitled may request a hard copy of this Announcement by contacting finnCap during business hours on 020 7220 0500 or by submitting a request in writing to finnCap at 60 New Broad Street, London, EC2M 1JJ (attention James Thompson). For persons who receive a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be sent unless so requested. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer should be in hard copy form.*

### **Electronic Communications**

*Please be aware that addresses, electronic addresses and certain other information provided by ASA Shareholders, persons with information rights and other relevant persons for the receipt of communications from ASA may be provided to RPI during the offer period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c).*

### **Rounding**

*Certain figures included in this Announcement have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

***Time***

*In this Announcement references to time are to London time.*



**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN OR INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

12 July 2017

**CASH OFFER**

by

**RICH PRO INVESTMENTS LIMITED ("RPI")**

for

**ASA RESOURCE GROUP PLC ("ASA")**

**1. Introduction**

The Board of RPI is pleased to announce a cash offer to be made for the whole of the issued and to be issued share capital of ASA which is not already owned by RPI at a price of 2.1 pence per ASA Share.

RPI, together with the Wider RPI Group, has been an ASA Shareholder and operational partner to ASA for a number of years. RPI is therefore familiar with ASA, its assets and its prospects. RPI has been disappointed by the lacklustre performance of ASA Shares, and is deeply concerned by the risks and uncertainties facing ASA as set out in paragraph 4 "*Background to and Reasons for the Offer*", below.

RPI is not aware of any compelling strategy for dealing with the issues and uncertainties facing ASA, and in any case, RPI is not aware of any evidence that ASA has the resources to do so.

RPI believes, on the basis of the expertise and resources available to it as a member of the Wider RPI Group of companies, that it is well placed to resolve many of the risks and uncertainties facing ASA so as to protect the value of its (and other stakeholders') investments in ASA and to deliver upon the potential of its assets.

RPI recognises that some ASA Shareholders may wish to remain interested in ASA subsequent to the Offer being or becoming unconditional in all respects (by

not accepting the Offer) and, to that end, RPI draws the attention of such ASA Shareholders to the intentions of RPI regarding ASA set out in this Announcement, particularly its intentions regarding the continued admission of ASA Shares to trading on AIM in paragraph 6 below.

RPI made an initial proposal in writing to the ASA Board on 16 June 2017 setting out the key financial terms of the Offer and the reasons behind it, and requesting to enter into discussions with ASA which might lead, following a period of due diligence, to an offer recommended by ASA being jointly put to ASA Shareholders. On 22 June 2017, this proposal was rejected by the ASA Board.

A further approach was made to the ASA Board on 10 July 2017 and various discussions were held between ASA and RPI on 11 July 2017. RPI remains hopeful that ongoing discussions with ASA will lead to a recommendation of the Offer by the ASA Board in due course. However, given the uncertainties surrounding the position of ASA as set out in this Announcement, RPI believes it appropriate to proceed with the Offer and not delay this Announcement unduly.

No offer is being made by RPI to acquire any Deferred Shares.

## 2. **The Offer**

The Offer, which will be subject to the conditions set out in Appendix 1 to this Announcement and to the full terms and conditions to be set out in the Offer Document and, in respect of ASA Shares in certificated form, the Form of Acceptance, will be made on the following basis:

**for each ASA Share**

**2.1 pence in cash**

The Offer represents a premium of:

- approximately 64.7 per cent. to the closing price of 1.275 pence per ASA Share on 11 July 2017, being the last business day prior to the date of this Announcement;
- approximately 30.0 per cent. to the volume-weighted average price of 1.62 pence per ASA Share from 1 January 2017 up to and including 11 July 2017, being the last business day prior to the date of this Announcement; and
- approximately 43.9 per cent. to the volume-weighted average price of 1.46 pence per ASA Share for the 12-months up to and including 11 July 2017, being the last business day prior to the date of this Announcement.

The Board of RPI considers that in ASA's circumstances, as set out in paragraph 4, "*Background to and Reasons for the Offer*" below, the Offer Price provides ASA Shareholders with an attractive premium from which to exit their investment in ASA if they wish to do so.

The Offer values the entire existing issued share capital of ASA (including RPI's existing shareholding) at approximately £35.5 million.

The Offer can only become effective if all conditions of the Offer have been satisfied or (if capable of waiver) waived. The conditions to which the Offer will be subject are set out in Appendix 1 and the Offer will be subject to the further terms and conditions to be set out in the Offer Document and, in respect of those ASA Shares held in certificated form, the Form of Acceptance.

The conditions to the Offer include:

- (a) valid acceptances being received in respect of not less than 90 per cent. of the ASA Shares by nominal value and voting rights to which the Offer relates (or such lower percentage as RPI may decide) provided that this condition will not be satisfied unless RPI shall have acquired or agreed to acquire, whether pursuant to the Offer or otherwise, ASA Shares carrying in aggregate more than 50 per cent. of the voting rights normally exercisable at a general meeting of ASA; and
- (b) save as disclosed in the Annual Report or as publicly announced by ASA (by the delivery of an announcement to a Regulatory Information Service) prior to 11 July 2017, being the last business day prior to the date of this Announcement, RPI not having discovered any information which would have a material adverse effect on ASA or any member of the Wider ASA Group relating to any of the assets of ASA set out at paragraph 1(b) in Appendix 1 of this Announcement.

### **3. Information on RPI, the Wider RPI Group and Feng Hailiang**

RPI was incorporated in the British Virgin Islands on 2 January 2014. All of the issued ordinary shares in RPI are owned by Hailiang which is itself ultimately owned by Feng Hailiang.

RPI is an investment company that was incorporated by Hailiang. Its main assets, other than the ASA Shares that it owns and the cash required to satisfy in full the cash consideration payable by it to ASA Shareholders under the Offer, are a majority investment in Hailiang International Holdings Plc (which is an investment holding company principally engaged in the sale of metals, semiconductors and related products) and certain debts that are outstanding to it. The sole director of RPI is Hailiang.

RPI is part of the Hailiang group of companies. The parent company of the Wider RPI Group is Hailiang. Hailiang was incorporated in Zhejiang Province in the PRC on 9 August 1996. It is one of the larger privately-owned enterprises in the PRC. Its core businesses consist of copper processing and the trading of non-ferrous metal. It also has interests in agriculture, education, property development and environmental protection. As at 31 December 2016, Hailiang had total assets of RMB 71.1 billion (£8.13 billion) and net assets of RMB 23.8 billion (£2.72 billion) with revenues in the year ended 31 December 2016 of RMB 15 billion (£1.71 billion) and net profits of RMB 1.5 billion (£171 million). RMB : GBP exchange rate of RMB 8.742 : £1.00, as at 11 July 2017.

Hailiang, through its subsidiary Zhejiang Hailiang Co., Ltd, has operated a joint venture (now established through Muya Resources SARL) developing copper licences with ASA in the Democratic Republic of Congo since 2013. Zhejiang Hailiang Co., Ltd became a 62 per cent. shareholder in Muya Resources SARL in April 2016 in accordance with the Cooperation and Development Agreement between Zhejiang Hailiang Co., Ltd and ASA.

Further information on Hailiang is available on its website: [www.Hailiang.com](http://www.Hailiang.com).

Hailiang is ultimately controlled by Mr. Feng Hailiang (aged 56), a Chinese industrialist and senior economist in the People's Republic of China. Mr Feng is Chairman of Hailiang, which he formed in August 1989, and was also Chairman of Zhe Jiang Hai Liang Co. Ltd., a company listed on the Shenzhen Stock Exchange. Prior to forming Hailiang, Mr. Feng started a trading company in 1985, which then led to the establishment of Hailiang.

#### **4. Background to and reasons for the Offer**

RPI has been an investor in ASA since May 2015 and as at the date of this Announcement, together with its Concert Parties, is interested in 15.66 per cent. of the issued Ordinary Shares. Furthermore, Hailiang, through its subsidiary Zhejiang Hailiang Co., Ltd, has operated a joint venture (now established through Muya Resources SARL) developing copper licences with ASA in the Democratic Republic of Congo since 2013.

Hailiang and RPI have accordingly developed a close familiarity with ASA and its assets and prospects over a long period of time.

Furthermore, Hailiang and companies within the Wider RPI Group have broader expertise in this sector from having previously invested in and supported companies operating in the DRC, Zambia, Zimbabwe and South Africa, spanning a selection of metals and minerals including copper, nickel and cobalt.

RPI observes that ASA is today exposed to a number of risks and uncertainties, in particular that:

- ASA has a material level of outstanding current borrowings and outstanding creditors which require repayment or refinancing in the near future;
- there has been a material decrease in net cash in recent years and ASA continues to be supported by a mixture of new equity and borrowings, and RPI has no reason to expect the terms of any near-term refinancing to be favourable to existing ASA Shareholders;
- there are several material uncertainties as to the good-standing or longevity of certain of the Wider ASA Group's mining licences;
- ASA has exposure to multiple legal disputes, accounting uncertainties and foreign exchange restrictions; and
- as a consequence of extensive Board changes in recent years, ASA has been left with a management structure that RPI believes needs to be stabilised and strengthened.

RPI believes that the above factors have led to the lacklustre performance of ASA Shares.

RPI understands that the current management team of ASA are in the process of working through these issues, but remain concerned that the value of its, and many other ASA Shareholders', investment in ASA is unlikely to recover without significant change to the management and strategy of ASA. RPI recognises that such changes would need to be supported by significant financial resources which would need to be made available to ASA on more favourable terms than might otherwise be available to ASA.

RPI believes that that it has both the management expertise within the Wider RPI Group to resolve expeditiously the issues faced by ASA and, based on the limited information available to it, access to sufficient financial resources to support a company of the size of ASA. There can not, however, be any certainty that RPI and Hailiang can do so, or as to the means of doing so, or the time that it may take to do so.

RPI is willing to provide, in accordance with market practice and applicable laws, the expertise, experience in the sector and significant cash resources of the Wider RPI Group to support ASA, subject to acquiring board and voting control of ASA. To that end, the Offer is being made to provide a certain cash return at a premium to the prevailing trading price of ASA Shares to those ASA Shareholders who want the opportunity to exit prior to any future refinancing and strategic changes being made to ASA.

5. **Management, employees and locations**

RPI recognises that it is critical to the success of the ASA Group to retain the skills, knowledge and expertise of its existing employee base. RPI confirms that, if the Offer becomes or is declared unconditional in all respects, it intends to safeguard fully the existing employment and pension rights of all ASA's management and employees in accordance with applicable law and to comply with ASA's pension obligations for existing employees and members of ASA's pension schemes.

RPI has not been granted access to any due diligence information in respect of ASA. Accordingly, RPI has not been able to assess properly any changes that it might seek to implement should the Offer become or be declared unconditional in all respects. RPI will, therefore, following completion of the Offer, conduct a wide-ranging review of the ASA Group and its operations, with a particular (but not exclusive) focus on its financial position and the status of its mining licences. This review would include a review of ASA's historic and forecast operating and capital expenditure. RPI intends, as part of this review, to investigate whether any actions taken by current or past directors of ASA are in contravention of applicable laws or regulation.

Pending the outcome of this review, and in view of the uncertainties surrounding ASA set out above, RPI has not been able to conclude on whether, and to what extent, headcount reductions, changes to the location of ASA's places of business or redeployment of its fixed assets, may be necessary.

RPI intends, as soon as practicable in compliance with all applicable law and regulation, to seek the immediate resignation of, or procure the termination of the appointments of, ASA's current Board of Directors, to be replaced with new directors nominated by RPI.

6. **Intentions regarding compulsory acquisition and cancellation of AIM trading in ASA Shares**

RPI does not intend to seek a cancellation of the admission of the ASA Shares to trading on AIM, unless maintaining such admission would not, after the Offer has become or been declared unconditional in all respects, be viable or practicable in view of the requirements of the London Stock Exchange or the AIM Rules.

Only should it not be viable or practicable to maintain the admission to trading on AIM subsequent to the Offer becoming or being declared unconditional in all respects and to any applicable requirements of the London Stock Exchange and the AIM Rules, would RPI procure that ASA applies for cancellation of the admission of the ASA Shares to trading on AIM. In such a case, RPI would anticipate that such cancellation would take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. The AIM Rules state that, unless the London Stock Exchange agrees otherwise, such cancellation

will be conditional upon the consent of not less than 75 per cent. of votes cast by ASA Shareholders in general meeting. If RPI receives acceptances under the Offer in respect of and/or otherwise acquires or holds 75 per cent. or more of the voting rights of the ASA Shares, the Offer becomes or is declared unconditional in all respects, and RPI elects to procure that ASA applies for cancellation of the ASA Shares to trading on AIM on the basis set out above, it intends to procure that ASA requests that the London Stock Exchange waives this requirement.

If cancellation of the admission of the ASA Shares to trading on AIM occurs, it would significantly reduce the liquidity and marketability of any ASA Shares in respect of which the Offer has not been accepted at that time and the value of any such ASA Shares may be adversely affected as a consequence. RPI would consider implementing a trading facility for ASA Shareholders such as a matched bargain facility following cancellation of the ASA Shares from trading on AIM.

If it is not viable or practicable to maintain the admission to trading on AIM of the Ordinary Shares, and if RPI receives acceptances under the Offer in respect of, or otherwise acquires, 90 per cent. or more in nominal value and of the voting rights of the ASA Shares to which the Offer relates and if all other conditions of the Offer have been satisfied or waived (to the extent that they are capable of being waived), RPI intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act 2006 to acquire compulsorily on the same terms as the Offer any remaining ASA Shares not acquired or agreed to be acquired pursuant to the Offer or otherwise. In such case, RPI would also seek to re-register ASA as a private company.

#### **7. Irrevocable undertakings**

RPI has received irrevocable undertakings from ASA Shareholders to accept the Offer in respect of, in aggregate, 320,289,512 ASA Shares representing approximately 18.93 per cent. of the existing issued share capital of ASA.

RPI has also received a non-binding letter of intent to accept the Offer in respect of, in aggregate, 275,338,243 ASA Shares representing approximately 16.27 per cent. of the existing issued share capital of ASA.

Accordingly, as at the date of this Announcement, RPI has received irrevocable undertakings or letters of intent to accept the Offer in respect of, in aggregate, 595,627,755 ASA Shares representing approximately 35.20 per cent. of the existing issued share capital of ASA. Together with the 50,520,778 ASA Shares which RPI already owns, RPI therefore owns or has received irrevocable undertakings or letters of intent to accept the Offer in respect of, in aggregate, 646,148,533 ASA Shares representing 38.19 per cent. of ASA's existing issued share capital.

Further details of these irrevocable undertakings, including the circumstances in which they cease to be binding, and the letter of intent are set out in Appendix 3 to this Announcement.

#### 8. **Information on ASA**

ASA was incorporated on 22 September 1987 as a public limited company in England and Wales as Finalselector plc with registered number 02167843. The company changed its name to African Gold plc on 29 October 1987, to Mwana Africa plc on 26 October 2005 and to Asa Resource Group PLC on 30 September 2015. ASA Shares were admitted to trading on AIM on 26 October 2005.

ASA describes itself as a pan-African, multi-commodity mining and exploration company. The ASA Group has a portfolio of diversified interests in precious and base metals: gold, nickel, copper and diamonds. Its primary operating activities are in Zimbabwe and it operates exploration interests in the DRC, South Africa and Angola.

According to the ASA Annual Report for the year ended 31 March 2016, turnover for the ASA Group for the year ended 31 March 2016 was US\$121.3 million; the loss after tax was US\$9.6 million; and the ASA Group had net assets of US\$135.2 million at 31 March 2016. ASA published its Annual Report for the year ended 31 March 2016 on 20 August 2016. The Annual Report is available on ASA's website, <https://asaresourcegroup.com>.

On 19 May 2017, ASA announced that for the year ended 31 March 2017, on an unaudited basis and subject to change, it had achieved revenue growth of 0.3 per cent. to US\$122.0 million and EBITDA of US\$20.5 million.

#### 9. **ASA Share Schemes**

The Offer will extend to any ASA Shares unconditionally allotted or issued whilst the Offer remains open for acceptance (or before such earlier time and/or date as RPI may, subject to the City Code and/or with the consent of the Panel, decide, but not earlier than the date on which the Offer becomes or is declared unconditional as to acceptances) as a result of the exercise of options or other awards granted under the ASA Share Schemes.

Appropriate proposals will be made to participants in the ASA Share Schemes in due course, to the extent that options or awards granted under the ASA Share Schemes are not exercised.

#### 10. **Deferred Shares**



ASA's share capital includes 1,690,145,443 Deferred £0.009 Shares and 535,141,760 Deferred £0.09 Shares held by ASA Shareholders, which are not subject to the Offer.

The Deferred Shares have no voting rights and do not carry any entitlement to receive notice of or attend and vote at any general meetings of ASA. They carry no dividend rights and only the right to participate in a return of assets in a winding up to the extent of the nominal value of the Deferred Share but then only after the holder of each Ordinary Share has received in aggregate the amount paid up or credited as paid up on each Ordinary Share and a sum of £10,000,000 per Ordinary Share. Accordingly, the Deferred Shares are, for all practical purposes, valueless.

Under the articles of association of ASA, ASA may acquire all of any of the Deferred Shares in issue at any time for no consideration and each holder of the Deferred Shares is deemed to confer an irrevocable authority on ASA to appoint any person to execute on behalf of the holder of such Deferred Shares a transfer and/or agreement to transfer the same to the ASA or to such persons as ASA may determine.

The Deferred Shares are not subject to the Offer and RPI intends that the Deferred Shares will be repurchased by ASA in accordance with the provisions of the articles of association of ASA following the date when the Offer becomes or is declared unconditional in all respects.

11. **Financing of the Offer**

The cash consideration payable by RPI under the terms of the Offer will be funded by a loan made by Hailiang to RPI, from existing cash resources from within the Wider RPI Group.

finnCap, as financial adviser to RPI, confirms that it is satisfied that RPI has sufficient cash resources available to it to satisfy in full the cash consideration payable by RPI to ASA Shareholders under the Offer.

12. **Disclosure of interests**

The interests of RPI and its Concert Parties are set out in Appendix 3. Save in respect of these interests and the irrevocable undertakings and letters of intent referred to in Appendix 3, as at close of business on 11 July 2017, being the last business day before the date of this Announcement, neither RPI nor, so far as RPI is aware, any person acting, or deemed to be acting, in concert with RPI has an interest in or right to subscribe for ASA Shares or securities convertible into, or rights to subscribe for, or options (including traded options) in respect thereof or derivatives referenced to ASA Shares ("**relevant ASA securities**") nor does any such person hold any short positions in relation to relevant ASA securities (whether

conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of relevant ASA securities. Neither RPI nor, so far as it is aware, any person acting, or deemed to be acting, in concert with RPI has borrowed or lent any relevant ASA securities (except for any borrowed ASA Shares which have been on-lent or sold).

No arrangements of the kind referred to in Note 6(b) on Rule 8 of the City Code exist with RPI or any person who is an associate of RPI in relation to relevant ASA securities. An "**arrangement**" includes any indemnity or option arrangement and any agreement or understanding, formal or informal, of whatever nature, relating to relevant ASA securities which may be an inducement to deal or refrain from dealing in such securities.

13. **Consent**

finnCap has given and not withdrawn its consent to the publication of this Announcement with the inclusion in it of the references to its name and (where applicable) advice in the form and context in which they appear.

14. **Documents published on a website**

Copies of the following documents will be published on the Hailiang website at <http://www.Hailiang.com/en/index.php/service/disclaimer> until the end of the Offer:

- this Announcement;
- the irrevocable undertakings and the letter of intent referred to in paragraph 7 above;
- the loan agreement between Hailiang and RPI referred to in paragraph 11 above; and
- the written consent provided by finnCap as referred to in paragraph 13 above.

15. **General**

The Offer will be subject to the conditions set out in Appendix 1 and to the further terms and conditions to be set out in the Offer Document and, in respect of ASA Shares in certificated form, the Form of Acceptance. The Offer Document will be posted to ASA Shareholders and, for information only, to participants in the ASA Share Schemes (other than to persons with addresses in Restricted Jurisdictions) as soon as practicable and in any event within 28 days of the date of this Announcement unless agreed otherwise with the Panel.

The sources and bases of certain information used in this Announcement are set out in Appendix 2. Appendix 3 contains details of RPI and its Concert Parties' interests in ASA Shares. Appendix 4 contains details of the irrevocable undertakings and letters of intent to accept the Offer received by RPI. Appendix 5 contains definitions of certain terms used in this Announcement.

Enquiries:

**Rich Pro Investments Limited**

Bian Qi +86 571 5812 1566

**finnCap Limited (financial adviser to RPI)**

Henrik Persson 020 7220 0500

James Thompson

**FTI Consulting (PR adviser to RPI)**

Ben Brewerton 020 3727 1000

Edward Westropp

Sara Powell

*THIS ANNOUNCEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO AND DOES NOT CONSTITUTE, OR FORM PART OF, AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO SUBSCRIBE FOR OR BUY ANY SECURITIES NOR THE SOLICITATION OF ANY VOTE OR APPROVAL IN ANY JURISDICTION, NOR SHALL THERE BE ANY SALE, ISSUE OR TRANSFER OF THE SECURITIES REFERRED TO IN THIS ANNOUNCEMENT IN ANY JURISDICTION IN CONTRAVENTION OF APPLICABLE LAW. THE OFFER WILL BE MADE SOLELY BY MEANS OF THE OFFER DOCUMENT AND, IN RESPECT OF ASA SHARES HELD IN CERTIFICATED FORM, THE FORM OF ACCEPTANCE ACCOMPANYING THE OFFER DOCUMENT.*

***finnCap, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for RPI and no one else in connection with the Offer and will not be responsible to anyone other than RPI for providing the protections afforded to clients of finnCap nor for providing advice in relation to the Offer, the content of this summary and the Announcement or any other matter or arrangement referred to herein.***

***Overseas jurisdictions***

*The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by law and persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves about, and observe, any applicable requirements. This Announcement has been prepared for the purpose of complying with English law and the City Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with jurisdictions outside the United Kingdom.*

*The availability of the Offer to ASA Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located. Such persons should inform themselves about and observe any applicable legal or regulatory requirements.*

*Unless otherwise determined by RPI or required by the City Code and permitted by applicable law and regulation, the Offer will not be made, directly or indirectly, in, into or from, or by the use of the mails of, or by any means or instrumentality (including, without limitation, telephone, facsimile, telex, the internet or any other form of electronic communication) of interstate or foreign commerce of, or through any facility of a national securities exchange, of any Restricted Jurisdiction and the Offer will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction. Accordingly, copies of the Announcement are not being, and must not be, directly or indirectly, mailed, transmitted or otherwise forwarded, distributed or sent, in, into or from any Restricted Jurisdiction and persons receiving the Announcement (including, without limitation, custodians, nominees and trustees) should observe these restrictions and must not mail, transmit or otherwise forward, distribute or send it in, into or from any Restricted Jurisdiction. Doing so may render invalid any purported acceptance of the Offer. Notwithstanding the foregoing, RPI will retain the right to permit the Offer to be accepted and any sale of securities pursuant to the Offer to be completed if, in its sole discretion, it is satisfied that the transaction in question can be undertaken in compliance with applicable law and regulation.*

*The director of RPI and the directors of Hailiang accept responsibility for the information contained in this Announcement, save that the only responsibility accepted by them in relation to information relating to ASA and the ASA Group (which have been compiled from public records) is to ensure that such information has been correctly and fairly reproduced and compiled. To the best of the knowledge and belief of the director of RPI and the directors of Hailiang (who have taken all reasonable care to ensure that such is the case), the information contained in this Announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.*

### **Forward-looking statements**

*This Announcement, including information included or incorporated by reference in this Announcement, may contain "forward-looking statements" concerning ASA and RPI. Generally, the words "will", "may", "should", "continue", "believes", "expects", "intends",*

*"anticipates" or similar expressions identify forward-looking statements. The forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Many of those risks and uncertainties relate to factors that are beyond the abilities of RPI and ASA to control or estimate precisely, such as future market conditions and the behaviours of other market participants, and therefore undue reliance should not be placed on such statements. RPI does not assume any obligation and does not intend to update these forward-looking statements, except as required pursuant to applicable law.*

*There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to: the ability to consummate the Offer; the ability to obtain the satisfaction of the conditions on the proposed terms and schedule; the potential impact of the announcement or consummation of the Offer on relationships, including with employees, suppliers, customers and competitors; and changes in general economic, business and political conditions. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither RPI nor any of its respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. You are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations (including under the AIM Rules and the Disclosure and Transparency Rules of the FCA, as applicable), RPI is not under any obligation, and RPI disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.*

### **Dealing disclosure requirements**

*Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any paper offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a paper offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any paper offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any paper offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.*

### **Publication on a website**

*A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the City Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on the Hailiang website at <http://www.Hailiang.com/en/index.php/service/disclaimer> by no later than 12 noon (London time) on the business day following this Announcement. For the avoidance of doubt, the contents of these websites are not incorporated by reference and do not form part of this Announcement.*

### **Requesting hard copy documents**

*In accordance with Rule 30.3 of the Code, a person so entitled may request a hard copy of this Announcement by contacting finnCap during business hours on 020 7220 0500 or by submitting a request in writing to finnCap at 60 New Broad Street, London EC2M 1JJ (attention James Thompson). For persons who receive a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be*

*sent unless so requested. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer should be in hard copy form.*

**Electronic Communications**

*Please be aware that addresses, electronic addresses and certain other information provided by ASA Shareholders, persons with information rights and other relevant persons for the receipt of communications from ASA may be provided to RPI during the offer period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c).*

**Rounding**

*Certain figures included in this Announcement have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

**Time**

*In this Announcement, references to time are to London time.*

## APPENDIX 1

### CONDITIONS AND FURTHER TERMS OF THE OFFER

#### 1. Conditions of the Offer

The Offer will be subject to the following conditions:

- (a) valid acceptances of the Offer being received (and not, where permitted, withdrawn) by not later than 3.00 p.m. on the First Closing Date (or such later time(s) and/or date(s) as RPI may, with the consent of the Panel or subject to the rules of the City Code, decide) in respect of not less than 90 per cent. (or, subject to the requirements of the City Code, such lower percentage as RPI may decide) in nominal value of the ASA Shares to which the Offer relates and not less than 90 per cent. (or, subject to the requirements of the City Code, such lower percentage as RPI may decide) of the voting rights carried by the ASA Shares to which the Offer relates provided that this condition will not be satisfied unless RPI shall have acquired or agreed to acquire (whether pursuant to the Offer or otherwise) ASA Shares carrying in aggregate over 50 per cent. of the voting rights then normally exercisable at a general meeting of ASA. For the purposes of this condition:
  - (i) the expression "**ASA Shares to which the Offer relates**" shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act 2006;
  - (ii) ASA Shares which have been unconditionally allotted but not issued shall be deemed to carry the voting rights which they will carry on issue; and
  - (iii) valid acceptances shall be treated as having been received in respect of any ASA Shares which RPI shall, pursuant to section 979(8) and, if applicable, section 979(9) of the Companies Act 2006, be treated as having acquired or unconditionally contracted to acquire by virtue of acceptances of the Offer;
- (b) save as disclosed in the Annual Report or as publicly announced by ASA (by the delivery of an announcement to a Regulatory Information Service) prior to 11 July 2017, being the last business day prior to the date of this Announcement, RPI not having discovered any information which would have a material adverse effect on ASA or any member of the Wider ASA Group relating to any of the following assets:
  - (i) the Freda Rebecca gold mine in Zimbabwe;
  - (ii) the Zani-Kodo gold project in the DRC;
  - (iii) the Klipspringer diamond project in South Africa;
  - (iv) the Trojan nickel mine in Zimbabwe;
  - (v) the Hunter's Road nickel deposit in Zimbabwe;



- (vi) the Shangani nickel deposit in Zimbabwe;
- (vii) the Maligreen project in Zimbabwe;
- (vii) the Société Minière de Bakwanga diamond project in the DRC;
- (ix) the Camafuca diamond project in Angola;
- (x) the copper licences in the DRC owned by Société d'exploration Minière du Haut Katunga; and
- (xi) the copper licences in the DRC owned by Muya Resources SARL,

RPI considers that a "material adverse effect" in this respect would comprise new information relating to the mining licences in respect of the assets listed above (the "**Mining Licences**") that shows such Mining Licences are no longer in full force and effect; that there has been a material variation to the terms of the Mining Licences; or that there is a notice or intimation of any intention to revoke, suspend, restrict, modify, materially vary or not to renew any of the Mining Licences or to require a change in the ownership of the relevant member of the Wider ASA Group which currently holds such Mining Licence;

- (c) no central bank, government, governmental department or governmental, quasi-governmental, supranational, statutory, administrative, regulatory or investigative body or authority or court, tribunal, trade agency, association, institution or professional or environmental body or any other person or body in any jurisdiction (each a "**Relevant Authority**") having decided to take, instituted, implemented or threatened any action, proceeding, suit, investigation, enquiry or reference or having enacted, made or proposed any statute, regulation, decision or order or otherwise having taken any other step or done any thing and there not being outstanding any statute, regulation, decision or order which would or might:
  - (i) make the Offer or its implementation or the acquisition or proposed acquisition by any member of the Wider RPI Group of any shares or other securities in, or control or management of, any member of the Wider ASA Group void, illegal or unenforceable in or under the laws of any jurisdiction or otherwise directly or indirectly restrict, restrain, prohibit, delay, impose additional conditions or obligations with respect to, or otherwise impede, challenge or interfere with, or require amendment to the terms of, the Offer or its implementation or any such acquisition;
  - (ii) impose any limitation on, or result in a delay in, the ability of any member of the Wider RPI Group or any member of the Wider ASA Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Wider ASA Group;
  - (iii) require, prevent or delay the divestiture (or alter the terms envisaged for any proposed divestiture) by any member of the Wider RPI Group of any shares or other securities in any member of the Wider ASA Group;

- (iv) require, prevent or delay the divestiture (or alter the terms envisaged for any proposed divestiture) by any member of the Wider RPI Group or by any member of the Wider ASA Group of all or any portion of their respective businesses, assets or properties or impose any limitation on the ability of any of them to conduct any of their respective businesses or to own or control any of their respective, businesses, assets or properties or any part thereof;
- (v) require any member of the Wider RPI Group or any member of the Wider ASA Group to acquire, or to offer to acquire, any shares or other securities or rights thereover in any member of the Wider ASA Group owned by any third party;
- (vi) result in any member of the Wider ASA Group or any member of the Wider RPI Group ceasing to be able to carry on business under any name under which it presently does so;
- (vii) impose any limitation on the ability of any member of the Wider RPI Group or any member of the Wider ASA Group to conduct or co-ordinate or integrate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider RPI Group or of the Wider ASA Group; or
- (viii) otherwise adversely affect any or all of the businesses, assets, liabilities, profits, financial or trading position or prospects of any member of the Wider RPI Group or any member of the Wider ASA Group,

and all applicable waiting and other time periods during which any such Relevant Authority could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or otherwise intervene under the laws of any jurisdiction having expired, lapsed or been terminated (as appropriate);

- (d) all authorisations, orders, grants, recognitions, consents, confirmations, clearances, certificates, licences, permissions and approvals ("**Authorisations**") considered necessary or appropriate by RPI in any jurisdiction for or in respect of the Offer or the acquisition or proposed acquisition of any shares or securities, directly or indirectly, in, or control or management of, any member of the Wider ASA Group by any member of the Wider RPI Group or the carrying on by any member of the Wider ASA Group of its business having been obtained in terms and in a form satisfactory to RPI from all appropriate Relevant Authorities or (without prejudice to the generality of the foregoing) from any persons or bodies with whom any member of the Wider ASA Group or the Wider RPI Group has entered into contractual arrangements and all such Authorisations remaining in full force and effect and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same;
- (e) all necessary or appropriate notifications, filings and applications having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable laws or regulations of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all necessary statutory or regulatory

obligations in any jurisdiction having been complied with, in each case in connection with the Offer or the acquisition or proposed acquisition of any shares or securities, directly or indirectly, in, or control or management of, any member of the Wider ASA Group by any member of the Wider RPI Group or the carrying on by any member of the Wider ASA Group of its business;

- (f) there being no provision of any arrangement, agreement, permit, lease, licence, franchise or other instrument to which any member of the Wider ASA Group is a party or by or to which any such member or any of its assets is or are or may be bound, entitled or subject which, in each case as a consequence of the making or implementation of the Offer or the acquisition or proposed acquisition of any shares or securities, directly or indirectly, in, or control or management of, any member of the Wider ASA Group by any member of the Wider RPI Group or otherwise, could or might result in:
- (i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider ASA Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated maturity or repayment date or the ability of any member of the Wider ASA Group to borrow moneys or incur indebtedness being, or becoming capable of being, withdrawn, inhibited or adversely affected;
  - (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider ASA Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;
  - (iii) any such arrangement, agreement, permit, lease, licence, franchise or other instrument or any right, interest, liability or obligation of any member of the Wider ASA Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any adverse action being taken or any obligation or liability arising thereunder;
  - (iv) any asset or interest of any member of the Wider ASA Group being or falling to be disposed of or charged or ceasing to be available to any member of the Wider ASA Group or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider ASA Group;
  - (v) the rights, liabilities, obligations or interests of any member of the Wider ASA Group under any such arrangement, agreement, permit, lease, licence, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated or adversely modified or affected;
  - (vi) any member of the Wider ASA Group ceasing to be able to carry on business under any name under which it presently does so;

- (vii) the creation of any liability (actual or contingent) by any member of the Wider ASA Group; or
  - (viii) the value of any member of the Wider ASA Group or the financial or trading position or prospects of any member of the Wider ASA Group being prejudiced or adversely affected;
- (g) save as disclosed in the Annual Report or as publicly announced by ASA prior to 11 July 2017 (by the delivery of an announcement to a Regulatory Information Service), no member of the Wider ASA Group having since 31 March 2016:
- (i) issued or agreed to issue, or authorised the issue or grant of, additional shares or securities of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold any shares out of treasury other than:
    - (A) to a member of the ASA Group; or
    - (B) shares issued or transferred out of treasury upon the exercise of any options granted under any of the ASA Share Schemes;
  - (ii) purchased, redeemed or repaid any of its own shares or other securities or reduced or made or authorised any other change to any part of its share capital;
  - (iii) recommended, declared, paid or made any dividend or other distribution (whether payable in cash or otherwise) or made any bonus issue (other than to a member of the ASA Group);
  - (iv) merged with, demerged or acquired any body corporate, partnership or business or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any assets (including shares and trade investments) or authorised the same save for transactions between members of the ASA Group;
  - (v) made or authorised any change in its loan capital;
  - (vi) issued, agreed to issue or authorised the issue of, or made any change in or to, any debentures or incurred or increased any indebtedness or liability (actual or contingent);
  - (vii) entered into or varied or authorised any contract, agreement, transaction, commitment or arrangement (whether in respect of capital expenditure or otherwise) which:
    - (A) is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such nature or magnitude; or

- (B) is or may be restrictive on the business of any member of the Wider ASA Group or the Wider RPI Group; or
  - (C) is other than in the ordinary course of business;
- (viii) entered into, implemented, effected or authorised any reconstruction, amalgamation, scheme of arrangement or other transaction or arrangement otherwise than in the ordinary course of business;
  - (ix) entered into, or varied the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider ASA Group;
  - (x) waived or compromised any claim otherwise than in the ordinary course of business;
  - (xi) made any alteration to its memorandum or articles of association;
  - (xii) taken any corporate action or had any legal proceedings instituted or threatened against it or had any petition presented or order made for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any of its assets and/or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction;
  - (xiii) been unable, or admitted that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
  - (xiv) made or agreed or consented to any change:
    - (A) to the terms of the trust deeds constituting the pension schemes established for its directors, employees or their dependants; or
    - (B) to the benefits which accrue or to the pensions which are payable thereunder; or
    - (C) to the basis on which qualification for or accrual or entitlement to such benefits or pensions is calculated or determined; or
    - (D) to the basis upon which the liabilities (including pensions) of such pension schemes are funded or made; or
    - (E) to the trustees including the appointment of a trust corporation;

- (xv) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider ASA Group; or
  - (xvi) entered into any agreement, contract, commitment, transaction or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this condition (g);
- (h) since 31 March 2016 and save as disclosed in the Annual Report or as publicly announced by ASA prior to 11 July 2017 (by the delivery of an announcement to a Regulatory Information Service):
- (i) no litigation, arbitration proceedings, prosecution or other legal proceedings having been instituted, announced or threatened or become pending or remaining outstanding by or against any member of the Wider ASA Group or to which any member of the Wider ASA Group is or may become a party (whether as claimant, respondent or otherwise);
  - (ii) no enquiry or investigation by, or complaint or reference to, any Relevant Authority or other investigative body having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider ASA Group;
  - (iii) no adverse change having occurred in the business, assets, financial or trading position, profits or prospects of any member of the Wider ASA Group;
  - (iv) no contingent or other liability in respect of any member of the Wider ASA Group having arisen or become apparent or increased;
- (i) since 31 March 2016 and save as disclosed in the Annual Report or as publicly announced by ASA prior to 11 July 2017 (by the delivery of an announcement to a Regulatory Information Service), RPI not having discovered:
- (i) that any business, financial or other information concerning any member of the Wider ASA Group publicly announced or disclosed at any time by or on behalf of any member of the Wider ASA Group to any member of the Wider RPI Group is misleading or contains a misrepresentation of fact or omits to state a fact necessary to make the information contained therein not misleading;
  - (ii) that any member of the Wider ASA Group is subject to any liability (actual or contingent) which is not disclosed in the Annual Report;
  - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider ASA Group;

- (j) since 31 March 2016 and save as disclosed in the Annual Report or as publicly announced by ASA prior to 11 July 2017 (by the delivery of an announcement to a Regulatory Information Service), RPI not having discovered that:
- (i) any past or present member of the Wider ASA Group has not complied with all applicable legislation, common law or regulations of any jurisdiction or any notice, order or requirement with regard to the use, treatment, handling, transport, storage, disposal, discharge, spillage, presence, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or to harm human or animal health or otherwise relating to environmental matters or the health and safety of any person or that there has otherwise been any such use, treatment, handling, transport, storage, disposal, discharge, spillage, presence, release, leak or emission (whether or not the same constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, might give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider ASA Group;
  - (ii) there is, or is likely to be, any obligation or liability (whether actual or contingent) of any past or present member of the Wider ASA Group to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider ASA Group or any other property or any controlled waters under any environmental legislation, common law, regulation, notice, circular, order or other lawful requirement of any Relevant Authority or otherwise;
  - (iii) circumstances exist (whether as a result of the making of the Offer or otherwise) which might lead to any Relevant Authority instituting, or whereby any member of the Wider ASA Group or the Wider RPI Group might be required to institute, an environmental audit or take any other steps which in any such case might result in any actual or contingent liability on the part of any member of the Wider ASA Group or any member of the Wider RPI Group to improve or install new plant or equipment or make good, repair, reinstate or clean up any land or other asset now or previously owned, occupied or made use of by any member of the Wider ASA Group; or
  - (iv) circumstances exist whereby a person or class of persons might have any claim or claims in respect of any product or process of manufacture or materials used therein now or previously manufactured, sold or carried out by any past or present member of the Wider ASA Group.

## 2. **Waiver of conditions and other matters**

Subject to the requirements of the Panel, RPI reserves the right to waive all or any of conditions 1(b) to 1(j) (inclusive) above, in whole or in part. Conditions 1(b) to 1(j) (inclusive) must be satisfied as at, or waived by RPI on or before, midnight on the date which is 21 days after the later of the First Closing Date and the date on

which condition (a) is fulfilled (or in each case such later date as RPI may, with the consent of the Panel, decide) failing which the Offer will lapse. RPI shall be under no obligation to waive or treat as fulfilled any of conditions 1(b) to 1(j) (inclusive) by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of fulfilment.

Except with the consent of the Panel, RPI will not invoke any of the above conditions (except condition 1(a)) so as to cause the Offer not to proceed, or lapse or to be withdrawn unless the circumstances that give rise to the right to invoke the relevant condition are of material significance to RPI in the context of the Offer.

If RPI is required by the Panel to make an offer for ASA Shares under the provisions of Rule 9 of the City Code, RPI may make such alterations to the conditions as are necessary to comply with the provisions of that Rule.

### 3. **Further terms of the Offer**

- (a) The ASA Shares to which the Offer relates will be acquired pursuant to the Offer fully paid or credited as fully paid with full title guarantee and free from all liens, equitable interests, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever and together with all rights now and hereafter attaching to them, including all voting rights and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid on or after the date of this Announcement.
- (b) RPI will have the right to reduce the Offer consideration by the amount of any dividend (or other distribution) which is declared or paid by ASA to ASA Shareholders after close of business on 11 July 2017 (being the latest practicable date prior to the publication of this Announcement).
- (c) The Offer will lapse if, before 1.00 p.m. on the First Closing Date or the date on which the Offer becomes or is declared unconditional as to acceptances (whichever is later), (i) the Offer or any part of it is referred to the Competition Commission; or (ii) following a request to the European Commission under Article 22(3) of Council Regulation 139/2004/EC (the "**Regulation**") in relation to the Offer or any part of it, which request is accepted by the European Commission, the European Commission initiates proceedings under Article 6(1)(c) of the Regulation.
- (d) If the Offer lapses, it will cease to be capable of further acceptance. ASA Shareholders who have already accepted the Offer shall then cease to be bound by acceptances delivered on or before the date on which the Offer lapses.



- (e) RPI reserves the right, subject to the prior consent of the Panel, to implement the Offer by way of a Scheme of Arrangement. In such event, the Offer will be implemented on the same terms, so far as applicable, as those which would apply under a contractual offer, subject to appropriate amendments to reflect the change in method of effecting the Offer.
- (f) The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
- (g) The Offer is being governed by English law and is subject to the conditions and certain further terms set out or referred to in this Appendix 1 and is also subject to the further terms to be set out in full in the Offer Document together with, for ASA Shares held in certificated form (that is, not in CREST), the Form of Acceptance and such further terms as may be required to comply with the City Code and other applicable law. The Offer will comply with the applicable rules and regulations of the FCA, the London Stock Exchange and the City Code.
- (h) Unless otherwise determined by RPI and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into a Restricted Jurisdiction, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or email) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, any Restricted Jurisdiction and the Offer is not capable of acceptance by any such use, means, instrumentality or facility or from within, any Restricted Jurisdiction.

## APPENDIX 2

### SOURCES OF INFORMATION AND BASES OF CALCULATION

1. References to the value attributed to the existing issued and to be issued share capital of ASA are based upon there being, at the date of this Announcement:
  - (i) 1,692,145,443 ASA Shares in issue as at 11 July 2017, being the last business day prior to the date of this Announcement (as set out in the announcement by ASA of 31 March 2017 entitled "Total Voting Rights");
  - (ii) 1,690,145,443 Deferred £0.009 Shares and 535,141,760 Deferred £0.09 Shares in issue as at 11 July 2017, being the last business day prior to the date of this Announcement (as set out in the announcement by ASA of 19 October 2016); and
  - (iii) 63,322,468 ASA Shares which are the subject of outstanding options under the ASA Share Schemes which are exercisable at a range of prices between 1.6 pence and 46 pence per ASA Share as set out in the Annual Report.
2. The value attributed to the entire existing issued share capital of ASA is based on the figures in paragraph 1(i) above and the Offer Price.
3. References to a percentage of ASA Shares are based on the number of ASA Shares in issue (as sourced from the Regulatory Information Service announcement released by ASA on 31 March 2017).
4. All prices quoted for ASA Shares have been derived from Bloomberg and represent the closing middle market prices of ASA Shares on the relevant dates. All volume-weighted prices quoted for ASA Shares have been derived from Bloomberg without adjustment.
5. Unless otherwise stated, the financial information relating to ASA has been extracted or derived (without any material adjustment) from the Annual Report, the unaudited interim results for the period ended 30 September 2016, and from the announcement by ASA entitled "Operations and Explorations Q4 update" dated 19 May 2017.

## APPENDIX 3

### INTERESTS IN ASA SHARES

As at the close of business on the 11 July 2017 (being the latest practicable date prior to the publication of this Announcement):

1. RPI is interested in 50,520,778 Ordinary Shares.
2. For the purposes of the Code, the persons who are acting in concert with RPI, and their interests in relevant securities of ASA are set out below:

Name	Type	Registered office	Relationship to RPI	Interest in Ordinary Shares
finnCap	Private Company	Limited 60 New Broad Street, London EC2M 1JJ	Financial adviser	0
Hailiang	Private Company	Limited No.386, Jiefang Road, Diankou Town, Zhuji City Zhejiang, P.R. China	Director	None
Hong Kong Hongan International Investment Co., Limited	Private Company	Limited Room 2210, C.C Wu Building, 302 Hennessy Road, Wanchai, Hong Kong	Subsidiary of Hailiang	42,718,800
Open Grow Development Limited	Private Company	Limited Akara Bldg., 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, BVI	Director of the company is also the CFO of Hailiang Education Group Inc.	54,041,609
Ace Cheer Enterprises Limited	Private Company	Limited Akara Bldg., 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, BVI	Director of the company is also a director of Hong Kong Hongan International Investment Co., Limited	46,668,568
Feng Luming	Individual	n/a	Son of Feng Hailiang	31,138,481
Zhu Aihua	Individual	n/a	Wife of Feng Hailiang	39,841,042

## APPENDIX 4

### IRREVOCABLE UNDERTAKINGS AND LETTER OF INTENT FROM ASA SHAREHOLDERS

ASA Shareholders have given irrevocable undertakings to accept the Offer in respect of ASA Shares as follows:

<i>Name</i>	<i>Number of ASA Shares</i>	<i>Percentage of existing issued share capital</i>
Hong Kong Hongan International Investment Co., Limited	42,718,800	2.52%
Open Grow Development Limited	54,041,609	3.19%
Ace Cheer Enterprises Limited	46,668,568	2.76%
Feng Luming	31,138,481	1.84%
Zhu Aihua	39,841,042	2.35%
Yat Hoi Ning	105,881,012	6.26%

These irrevocable undertakings will remain binding in the event of a higher competing offer but lapse if the Offer Document is not posted on or before 8 August 2017 or if the Offer lapses or is withdrawn.

In addition, China International Mining Group Corporation has given a letter of intent in respect of 275,338,243 ASA Shares, representing 16.27 per cent. of ASA's existing issued share capital.

Copies of the irrevocable undertakings and letter of intent described above will be available on the Hailiang website at <http://www.Hailiang.com/en/index.php/service/disclaimer> until the end of the Offer.

## APPENDIX 5

### DEFINITIONS

The following definitions apply throughout this Announcement unless the context otherwise requires:

<b>"2007 Scheme"</b>	the share option scheme adopted by ASA at its annual general meeting on 31 July 2007;
<b>"Announcement"</b>	this announcement of the firm intention to make the Offer made in accordance with Rule 2.7 of the City Code, published on 12 July 2017;
<b>"Annual Report"</b>	the annual report and accounts of ASA for the year ended 31 March 2016;
<b>"ASA"</b>	Asa Resource Group PLC, a public limited company incorporated in England and Wales with registered number 02167843;
<b>"ASA Board"</b>	the board of directors of ASA;
<b>"ASA Group"</b>	ASA and its existing subsidiary undertakings;
<b>"ASA Shareholders"</b>	holders of ASA Shares;
<b>"ASA Share Schemes"</b>	the Share Incentive Scheme and the 2007 Scheme;
<b>"ASA Shares"</b>	the existing unconditionally allotted or issued fully paid Ordinary Shares and any further such shares which are unconditionally allotted or issued before the date on which the Offer closes (or such earlier date, not being earlier than the date on which the Offer becomes or is declared unconditional as to acceptances or, if later, the First Closing Date, as RPI may, subject to the City Code, decide);
<b>"AIM"</b>	AIM, the market of that name operated by the London Stock Exchange;
<b>"AIM Rules"</b>	the rules for companies whose securities are traded on AIM and their nominated advisers published by the London Stock Exchange as amended from time to time;

<b>"business day"</b>	a day (not being a Saturday or a Sunday or a public holiday) on which clearing banks in the City of London are open for the transaction of general commercial business;
<b>"certificated" or "in certificated form"</b>	in relation to a share or other security, not in uncertificated form (that is, not in CREST);
<b>"City Code" or "Code"</b>	the City Code on Takeovers and Mergers;
<b>"closing price"</b>	the closing middle market quotation of a ASA Share as derived from Bloomberg;
<b>"Companies Act"</b>	the Companies Act 2006, as amended from time to time;
<b>"Concert Parties"</b>	the persons acting in concert with RPI in respect of ASA securities as further described in Appendix 3;
<b>"CREST"</b>	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear UK & Ireland Limited, in accordance with the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time;
<b>"Deferred £0.009 Shares"</b>	the deferred shares of £0.009 each in the capital of ASA;
<b>"Deferred £0.09 Shares"</b>	the deferred shares of £0.09 each in the capital of ASA and
<b>"Deferred Shares"</b>	the Deferred £0.009 Shares and Deferred £0.09 Shares;
<b>"DRC "</b>	the Democratic Republic of Congo;
<b>"FCA"</b>	the Financial Conduct Authority;
<b>"First Closing Date"</b>	the first closing date of the Offer being the day that is 21 days following the date of issue of the Offer Document;

<b>"finnCap"</b>	finnCap Limited;
<b>"Form of Acceptance"</b>	the form of acceptance and authority for use in connection with the Offer which will accompany the Offer Document;
<b>"FSMA"</b>	the Financial Services and Markets Act 2000 as amended from time to time;
<b>"Hailiang"</b>	Hailiang Group Co., Ltd, a company limited by shares incorporated in the PRC with registered number 913306811462584935;
<b>"London Stock Exchange"</b>	London Stock Exchange plc;
<b>"Offer"</b>	the proposed cash offer to be made by RPI to acquire the entire issued and to be issued share capital of ASA not already owned by RPI on the terms and subject to the conditions to be set out in the Offer Document and the Form of Acceptance including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer and includes any election available thereunder;
<b>"Offer Document"</b>	the document proposed to be issued to ASA Shareholders containing the terms and conditions of the Offer;
<b>"Offer Period"</b>	the period commencing on 12 July 2017 and ending on whichever of the following times shall be the latest: (i) 3.00 p.m. on the First Closing Date; (ii) the date on which the Offer lapses or is withdrawn; and (iii) the date on which the Offer becomes or is declared unconditional;
<b>"Offer Price"</b>	2.1 pence per ASA Share;
<b>"Ordinary Shares"</b>	the ordinary shares of £0.001 each in the capital of ASA;
<b>"Panel"</b>	the Panel on Takeovers and Mergers;
<b>"pounds", "£", "pence" or "p"</b>	the lawful currency of the United Kingdom;

<b>"PRC"</b>	the People's Republic of China;
<b>"Regulatory Information Service"</b>	a service authorised by the FCA to provide regulatory disclosure services to AIM companies;
<b>"Restricted Jurisdiction"</b>	any jurisdiction where extension or acceptance of the Offer would violate the laws of that jurisdiction;
<b>"RMB"</b>	the lawful currency of the PRC;
<b>"RPI"</b>	Rich Pro Investments Limited, a company limited by shares incorporated in the British Virgin Islands with registered number 1804683;
<b>"Scheme of Arrangement"</b>	a scheme of arrangement pursuant to Part 26 of the Companies Act;
<b>"Share Incentive Scheme"</b>	the share incentive scheme adopted by ASA at its annual general meeting on 31 July 2007;
<b>"UK" or "United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>"uncertificated" or "in uncertificated form"</b>	in relation to a share or other security, recorded on the relevant register in uncertificated form in CREST and title to which by virtue of the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) may be transferred by means of CREST;
<b>"Wider ASA Group"</b>	ASA, its subsidiaries, subsidiary undertakings and associated undertakings and any other undertakings in which ASA and such undertakings (aggregating their interests) have an interest (direct or indirect) in 20 per cent. or more of the voting or equity capital (or the equivalent); and
<b>"Wider RPI Group"</b>	Hailiang, its subsidiaries (including RPI), its subsidiary undertakings and associated undertakings and any other undertakings in which Hailiang and such undertakings (aggregating their interests) have an interest (direct or indirect) in 20 per cent. or more of the voting or equity capital (or the equivalent).



Save where otherwise stated, for the purpose of this Announcement, "**subsidiary**", "**subsidiary undertaking**", "**associated undertaking**" and "**undertaking**" shall be construed in accordance with the Companies Act (but for this purpose ignoring paragraph 19 of Schedule 6 of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008).

In this Announcement, the singular includes the plural and vice versa, unless the context otherwise requires. All references in this Announcement to time are to London time.

All references to legislation in this Announcement are to English legislation unless the contrary is stated. Any references to any provisions of any legislation shall include any amendment, re-enactment or extension thereof.