TATA CAPITAL MARKETS PTE LTD
(Incorporated in the Republic of Singapore)
(Company Registration Number: 200820715M)

8 Shenton Way #19-01 AXA Tower
Singapore 068811

7 April 2017

To: The Shareholders of Advanced Integrated Manufacturing Corp. Ltd.

Dear Sir/Madam

PROPOSED VOLUNTARY DELISTING OF ADVANCED INTEGRATED MANUFACTURING CORP. LTD. – EXIT OFFER LETTER

1 INTRODUCTION

1.1 Background

1.1.1 On 24 November 2016, Advanced Integrated Manufacturing Corp. Ltd. (the "**Company**") and HAO Corp Pte. Ltd. (the "**Offeror**") jointly announced that the Offeror had presented a delisting proposal (the "**Delisting Proposal**") to the directors of the Company to seek the voluntary delisting of the Company (the "**Delisting**") from the Official List of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") pursuant to Rules 1307 and 1309 of the Listing Manual of the SGX-ST (the "**Listing Manual**").

1.1.2 Under the Delisting Proposal, Tata Capital Markets Pte. Ltd. ("**TCMPL**") as the financial adviser to the Offeror, will make, for and on behalf of the Offeror, a cash offer (the "**Exit Offer**") to purchase all the issued ordinary shares (excluding treasury shares) in the capital of the Company ("**Shares**"), other than those Shares already owned, controlled or agreed to be acquired by the Offeror as at the date of the Exit Offer (the "**Offer Shares**"), in accordance with Section 139 of the Securities and Futures Act (Cap. 289) of Singapore and the Singapore Code on Take-overs and Mergers (the **"Code"**).

1.1.3 The Exit Offer is subject to the conditions set out in paragraph 3.6 below.

1.2 Important dates

1.2.1 The Company is convening an extraordinary general meeting to be held on 2 May 2017 (the "**EGM**") to seek approval of its shareholders ("**Shareholders**") for the voluntary delisting of the Company from the Official List of the SGX-ST (the "**Delisting Resolution**").

1.2.2 If the Delisting Resolution is approved at the EGM, the closing date of the Exit Offer is **5.30 p.m. on 17 May 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror** (the "**Closing Date**").

1.2.3 If the Delisting Resolution is not approved at the EGM, the Exit Offer will lapse.

1.2.4 All references to a time of day or date in this Exit Offer Letter are references to Singapore time and date, unless otherwise stated.

1.3 **Exit Offer documents**

1.3.1 This letter (the "**Exit Offer Letter**"), together with the Form of Acceptance and Authorisation (the "**FAA**") and/or Form of Acceptance and Transfer (the "**FAT**"), as the case may be (the "**Acceptance Form(s)**"), sets out the terms and conditions of the Exit Offer, and is despatched to you by TCMPL, for and on behalf of the Offeror.

1.3.2 A copy of the circular dated 7 April 2017 issued by the Company in conjunction with the proposed delisting (the "**Delisting Circular**") is despatched together with this Exit Offer Letter and the Acceptance Form(s). **Please read this Exit Offer Letter, the Acceptance Form(s) and the Delisting Circular carefully in their entirety**. Copies of the Delisting Circular and this Exit Offer Letter are also available on the website of the SGX-ST at www.sgx.com.

1.3.3 The views of the Independent Directors and Stirling Coleman Capital Limited (the "**Independent Financial Adviser**") on the Delisting Proposal and the Exit Offer are set out in the Delisting Circular, which is despatched together with this Exit Offer Letter. You may wish to consider their views before taking any action in relation to the Exit Offer.

1.3.4 If you are in any doubt about the matters contained in this Exit Offer Letter or the Delisting Circular, or as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately. TCMPL is acting for and on behalf of the Offeror and does not purport to advise any Shareholder or any other person.

1.3.5 If you have sold or transferred all your Shares held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Exit Offer Letter and the accompanying FAA to the purchaser or transferee, as CDP will arrange for a separate Exit Offer Letter and FAA to be sent to the purchaser or transferee. If you have sold or transferred all your Shares which are not held through CDP, you should immediately hand this Exit Offer Letter and the accompanying FAT to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale, for onward transmission to the purchaser or transferee.

1.4 **Miscellaneous**

1.4.1 Unless otherwise defined herein, capitalized terms used here shall have the meanings ascribed to them in the Delisting Circular.

1.4.2 The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Exit Offer Letter.

2 LISTING MANUAL PROVISIONS PERTAINING TO THE DELISTING

2.1 Under Rule 1307 of the Listing Manual, the SGX-ST may agree to an application by the Company to delist from the Official List of the SGX-ST if:

2.1.1 the Company convenes the EGM to obtain Shareholders' approval for the Delisting;

2.1.2 the Delisting Resolution has been approved by a majority of at least 75% of the total number of issued Shares (excluding treasury shares) held by the Shareholders present and voting, on a poll, either in person or by proxy at the EGM (the Directors and controlling Shareholders are not required to abstain from voting on the Delisting Resolution); and

2.1.3 the Delisting Resolution has not been voted against by 10% or more of the total number of issued Shares (excluding treasury shares) held by Shareholders present and voting, on a poll, either in person or by proxy at the EGM

(collectively, the "**Delisting Resolution Conditions**").

2.2 In addition, the SGX-ST requires an exit offer to be made and the Company to appoint an independent financial adviser to advise on the Exit Offer.

3 THE EXIT OFFER

3.1 TCMPL, for and on behalf of the Offeror, hereby makes the offer to acquire all the Offer Shares on the terms and subject to the conditions set out in this Exit Offer Letter (including the Acceptance Form(s)), and on the following basis.

3.2 **Exit Offer Price.** The consideration for each Offer Share is **S$0.21** in cash (the "**Exit Offer Price**").

This Exit Offer Price shall be applicable to any number of Offer Shares that are tendered in acceptance of the Exit Offer.

Each Shareholder who accepts the Exit Offer will receive S$210.00 for every 1,000 Offer Shares tendered for acceptance of the Exit Offer.

The Offeror shall pay the Exit Offer Price in cash for the Offer Shares which are validly tendered in acceptance of the Exit Offer.

The Exit Offer is extended to all Offer Shares. Shareholders may choose to accept the Exit Offer in respect of all or part of their holdings of Offer Shares.

3.3 **No revision of Exit Offer Price.** The Offeror does not intend to revise or increase the Exit Offer Price. Accordingly, the Exit Offer Price will not be revised or increased under any circumstances.

3.4 **Offer Shares.** The Exit Offer will be extended to all Shares (excluding treasury shares), other than those Shares already owned, controlled or agreed to be acquired by the Offeror as at the date of the Exit Offer.

3.5 **No Encumbrances.** The Offer Shares are to be acquired:

3.5.1 fully paid;

3.5.2 free from any mortgage, debenture, lien, charge, pledge, title retention, right to acquire, security interest, option, pre-emptive or similar right, right of first refusal and any other encumbrance or condition whatsoever ("**Encumbrance**"); and

3.5.3 together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) declared, paid or made by the Company on or after the Joint Announcement Date.

If any dividend, other distribution or return of capital is declared, made or paid by the Company on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Exit Offer Price by the amount of such dividend, distribution or return of capital.

3.6 **Conditions of the Exit Offer.**

3.6.1 The Delisting and the Exit Offer are conditional on:

(a) the Delisting Resolution has been approved by a majority of at least 75% of the total number of issued Shares (excluding treasury shares) held by Shareholders present and voting, on a poll, either in person or by proxy at the EGM to be convened for the Shareholders to vote on the Delisting Resolution (the Directors and Controlling Shareholders are not required to abstain from voting on the Delisting Resolution);

(b) the Delisting Resolution has not been voted against by 10% or more of the total number of issued Shares (excluding treasury shares) held by Shareholders present and voting, on a poll, either in person or by proxy at the EGM; and

(c) the receipt by the Offeror, by close of the Exit Offer, valid acceptances in respect of such number of Offer Shares which will result in the Offeror holding more than 50% of the Shares (excluding any Shares held by the Company as treasury shares) as at the close of the Exit Offer ("**Minimum Acceptance Condition**"),

collectively, the "**Delisting Proposal Conditions**".

If the Delisting Proposal Conditions are not fulfilled, the Exit Offer will lapse and the Company will remain listed on the SGX-ST.

Save for the Delisting Proposal Conditions, the Delisting and Exit Offer will each be unconditional in all respects.

3.6.2 Shareholders should note that the Relevant Shareholders (as defined in paragraph 4.1 below) are not required to abstain from voting on the Delisting Resolution. The Relevant Shareholders have, pursuant to the Irrevocable Undertakings (as defined in paragraph 4.1 below), undertaken to exercise or procure the exercise of the votes attaching to the Undertaking Shares (as defined in paragraph 4.1 below) in favour of the Delisting Resolution at the EGM. As at 27 March 2017, being the latest practicable date prior to the printing of this Exit Offer Letter (the "**Latest Practicable Date**"), the Relevant Shareholders directly or indirectly hold and/or control an aggregate of 116,251,679 Shares, representing approximately 88.24% of the total issued Shares. In view of the Irrevocable Undertakings, the aggregate shareholding percentage which will vote in favour of the Delisting Resolution at the EGM will be at least 88.24% of the total issued Shares.

3.6.3 As at the Joint Announcement Date, the Offeror had obtained irrevocable undertakings from the Relevant Shareholders in respect of the Undertaking Shares to accept the Exit Offer. In view of the Irrevocable Undertakings, the Offeror would be able to receive acceptances of at least 88.24% of the Offer Shares. As such, once the Offeror receives acceptances from the Relevant Shareholders in respect of the Undertaking Shares, the Minimum Acceptance Condition will be satisfied.

3.7 **Warranty.** Acceptance of the Exit Offer by a Shareholder will be deemed to constitute an unconditional and irrevocable warranty by that Shareholder that each Offer Share in respect of which the Exit Offer is accepted is sold by him as, or on behalf of the beneficial owner(s) thereof, fully paid and free from all Encumbrances, and together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching

thereto (including the right to receive and retain all dividends, rights and other distributions, if any, which may be declared, paid or made thereon by the Company on or after the Joint Announcement Date).

3.8 **Acceptance, Duration and Closing Date.** The Exit Offer is open for acceptance from the date of despatch of this Exit Offer Letter. The Exit Offer will continue to be open for acceptance by Shareholders for a period of at least 14 days after the date of the announcement of the Shareholders' approval of the Delisting Resolution at the EGM. If the Delisting Resolution is not approved at the EGM, the Exit Offer will lapse. Accordingly, if the Delisting Resolution is approved by the Shareholders, the Closing Date of the Exit Offer is 5.30 p.m. on **17 May 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**.

Although no extension of the Closing Date is currently contemplated by the Offeror, if the Closing Date is extended, an announcement on the same will be made, and the Exit Offer will remain open for acceptance for such period as may be announced. If the Exit Offer is extended, Shareholders who have validly accepted the Exit Offer in respect of their Shares will be entitled to tender additional Offer Shares in acceptance of the Exit Offer.

3.9 **Procedures for acceptance of the Exit Offer.**

A Shareholder can, in relation to all or part of his Offer Shares, either:

(a) accept the Exit Offer in respect of such Offer Shares in full or in part, in accordance with the procedures set out in **Appendix 1** to this Exit Offer Letter; or

(b) take no action and let the Exit Offer lapse or close, as the case may be, in respect of his Offer Shares.

In the event that all the Delisting Proposal Conditions are satisfied, Shareholders should note that the Company will be delisted from the Official List of the SGX-ST after the close of the Exit Offer, irrespective of the level of acceptances of the Exit Offer. In such event, Shareholders who do not accept the Exit Offer will be left holding unquoted Shares in an unlisted company.

Shareholders should also note that voting in favour of the Delisting Resolution does not constitute an acceptance of the Exit Offer and Shareholders who wish to accept the Exit Offer must tender their acceptances in accordance with the procedures set out in Appendix 1 to this Exit Offer Letter.

4 IRREVOCABLE UNDERTAKINGS

4.1 The Offeror has obtained irrevocable undertakings (the "**Irrevocable Undertakings**") from each of Dr Tan Kim Yong, Mr Tan Gim Seng, Mr Tan Kim Wah and Ms Chng Sock Cheng (the "**Relevant Shareholders**") in respect of Shares that are directly or indirectly held and/or controlled by the Relevant Shareholders and any new Shares which the Relevant Shareholders may, directly or indirectly, acquire on or after the date of their Irrevocable Undertakings (the "**Undertaking Shares**"). As at the Latest Practicable Date, the Relevant Shareholders directly or indirectly hold and/or control an aggregate of 116,251,679 Shares representing approximately 88.24% of the total issued Shares.

4.2 Pursuant to the Irrevocable Undertakings, each of the Relevant Shareholders has made, *inter alia*, the following undertakings:

4.2.1 unless and until the Exit Offer lapses or is withdrawn, each Relevant Shareholder will not and shall procure that any registered holder of the Undertaking Shares will not, without the prior written consent of the Offeror sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of the Undertaking Shares (save for the BOS Shares(1) and CS Shares(2) in respect of Dr Tan Kim Yong) or interest in any Undertaking Shares (save for the BOS Shares and CS Shares in respect of Dr Tan Kim Yong) except to the Offeror pursuant to the Exit Offer from the date of each Irrevocable Undertaking and ending on the closing date of the Exit Offer (as may be extended from time to time by or on behalf of the Offeror);

4.2.2 in respect of Dr Tan Kim Yong's Irrevocable Undertaking, unless and until the Exit Offer lapses or is withdrawn, Dr Tan Kim Yong will not and shall procure that any registered holder of the BOS Shares and the CS Shares will not, without the prior written consent of the Offeror sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of the BOS Shares and the CS Shares or interest in any of the BOS Shares and the CS Shares except to the Offeror pursuant to the Exit Offer from the date of release of the security interests granted over the BOS Shares and the CS Shares and ending on the closing date of the Exit Offer (as may be extended from time to time by or on behalf of the Offeror);

4.2.3 each Relevant Shareholder will accept and/or procure the acceptance of the Exit Offer in respect of all the Undertaking Shares and shall tender and/or procure that the registered holders of the Undertaking Shares shall tender the acceptances no later than 3.00 p.m. on the third business day after the despatch of the Exit Offer Letter, or such other time (no later than the close of the Exit Offer) as may be agreed between the Offeror and each Relevant Shareholder, in accordance with the procedures to be prescribed in the Exit Offer Letter and the relevant accompanying form(s) of acceptance and letter of acceptances;

4.2.4 each Relevant Shareholder shall waive receipt of payment of the consideration by the Offeror in respect of all the Undertaking Shares tendered in acceptance of the Exit Offer; and

4.2.5 each Relevant Shareholder shall exercise, or procure the exercise of all votes attaching to the Undertaking Shares in favour of any such resolution approving the Delisting.

Notes:

(1) As disclosed in the Joint Announcement, "**BOS Shares**" means Dr Tan Kim Yong's 15,495,000 Shares in the Company which were charged to the Bank of Singapore Limited as security for his private banking account. Notwithstanding the charge over the BOS Shares, the Bank of Singapore Limited has confirmed that the BOS Shares are freely transferrable. For the avoidance of doubt, notwithstanding the charge over the BOS Shares, Dr Tan Kim Yong is free to transfer the BOS Shares to the Offeror pursuant to his acceptance of the Exit Offer in fulfilment of his Irrevocable Undertaking.

(2) As disclosed in the Joint Announcement, "**CS Shares**" means Dr Tan Kim Yong's 80,000,000 Shares in the Company which were previously charged to Credit Suisse AG as security for a property loan. As at the Latest Practicable Date, the security interests granted over the CS Shares have been duly released.

4.3 The Irrevocable Undertakings shall lapse and shall cease to have any effect upon the following:

4.3.1 the Delisting Resolution is not approved at the EGM; and

4.3.2 the Exit Offer is withdrawn or lapses.

4.4 Save as set out above, none of the Offeror or any party acting in concert with it has received any irrevocable undertaking from any party to:

4.4.1 vote for or against the Delisting Resolution; and/or

4.4.2 accept or reject the Exit Offer.

5 RULINGS OF THE SECURITIES INDUSTRY COUNCIL (THE "SIC")

5.1 An application was submitted by the Offeror to the SIC to seek clarification from the SIC on the extent to which the provisions of the Code will apply to the Exit Offer. The SIC ruled on 25 October 2016 that, *inter alia*:

5.1.1 the Exit Offer is exempted from compliance with the following provisions of the Code:

(i) Rule 20.1 of the Code to keep offer open for 14 days after it is revised;

(ii) Rule 22 of the Code on offer timetable;

(iii) Rule 28 of the Code on acceptances; and

(iv) Rule 29 of the Code on the right of acceptors to withdraw their acceptances.

subject to the following conditions:

(a) disclosure in the Delisting Circular of:

(i) the consolidated net tangible assets per share of the group comprising the Company, its subsidiaries and associated companies based on the latest published accounts prior to the date of the Delisting Circular; and

(ii) particulars of all known material changes as at the latest practicable date which may affect the consolidated net tangible assets per share referred to in paragraph 5.1.1(a)(i) above or a statement that there are no such known material changes; and

(b) the Exit Offer remaining open for at least:

(i) 21 days after the date of the despatch of the Exit Offer Letter if the Exit Offer Letter is despatched after Shareholders' approval for the delisting of the Company has been obtained; or

(ii) 14 days after the date of the announcement of Shareholders' approval of the delisting of the Company if the Exit Offer Letter is despatched on the same date as the Delisting Circular;

5.1.2 the Offeror is exempted from the requirement to disclose the information required under Rule 23.4 (c) to (h) of the Code in the Exit Offer Letter, subject to the Offeror disclosing the fact that it is an exempt private company and as a result, does not have any published audited accounts;

5.1.3 the Irrevocable Undertakings provided by the Relevant Shareholders do not constitute "special deals" under Rule 10 of the Code;

5.1.4 TCMPL will only be required to confirm the resources available to the Offeror as are sufficient to satisfy full acceptances of the Exit Offer, save for the Shares to be tendered pursuant to the Irrevocable Undertakings by the Relevant Shareholders for which payment will be waived, subject to the Irrevocable Undertakings from each of the Relevant Shareholders not being revoked at any time before the completion of the Exit Offer;

5.1.5 Dr Tan Kim Yong and Mr Tan Gim Seng (the "**Relevant Directors**") are exempted from the requirement to make a recommendation to the Shareholders on the Exit Offer. The Relevant Directors, however, must still assume responsibility for the accuracy of facts stated in documents and advertisements issued by, or on behalf of, the Company in connection with the Exit Offer; and

5.1.6 in order to maintain secrecy, the Offeror is permitted to limit disclosure of dealings and/or holdings of Shares in the Joint Announcement to the Offeror, the Relevant Shareholders and TCMPL, subject to the Offeror promptly making enquiries subsequent to the Joint Announcement of all other persons acting or presumed to be acting in concert with the Offeror on the number of Shares owned, controlled or agreed to be acquired by them. If the aggregate number of Shares owned, controlled or agreed to be acquired by such other parties acting or presumed to be acting in concert with the Offeror represents 0.5% or more of the total issued Shares, the Offeror must promptly announce such holdings to the public.

6 COMPULSORY ACQUISITION

6.1 If the Offeror receives valid acceptances pursuant to the Exit Offer in respect of not less than 90% of the total Shares (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Exit Offer and excluding any treasury shares), the Offeror will be entitled to exercise its right in accordance with Section 215(1) of the Companies Act (Cap. 50) of Singapore (the "**Companies Act**") to compulsorily acquire, at the Exit Offer Price, all the Shares of Shareholders who have not accepted the Exit Offer. In addition, in accordance with Section 215(11) of the Companies Act, any Shares which the Offeror acquires or contracts to acquire, other than through valid acceptances of the Exit Offer, for a consideration that does not exceed that under the Exit Offer, shall be deemed to be acquired by virtue of valid acceptances of the Exit Offer.

6.2 As none of the Relevant Shareholders is a related corporation or nominee of the Offeror under the Companies Act, the 116,251,679 Shares (representing approximately 88.24% of the total issued Shares of the Company) to be tendered by the Relevant Shareholders in acceptance of the Exit Offer pursuant to their Irrevocable Undertakings will be included and counted towards the 90% threshold for compulsory acquisition under Section 215(1) of the Companies Act.

6.3 The Offeror intends to make the Company its wholly-owned subsidiary and does not intend to preserve the listing status of the Company. Accordingly, the Offeror when entitled, intends to exercise its rights to compulsorily acquire all the Shares from Shareholders who have not accepted the Exit Offer on the same terms as those offered under the Exit Offer.

6.4 If the Offeror acquires such number of Shares which, together with Shares held by it, its related corporations and their respective nominees, comprise 90% or more of the total Shares (excluding treasury shares), Shareholders who have not accepted the Exit Offer have a right to require the Offeror to acquire their Shares on the same terms as those offered under the Exit Offer in accordance with Section 215(3) of the Companies Act. **Shareholders who have not accepted the Exit Offer and who wish to exercise such right are advised to seek their own independent advice if in doubt**.

7 INFORMATION ON THE OFFEROR AND THE CONSORTIUM

7.1 The Offeror is an investment holding company incorporated in Singapore on 22 September 2016 for the purpose of making the Exit Offer. The directors of the Offeror are Dr Tan Kim Yong, Mr Tan Gim Seng and Mr Tan Kim Wah (the "**Offeror Directors**").

7.2 As at the Latest Practicable Date, Dr Tan Kim Yong directly or indirectly holds and/or controls in aggregate 106,747,905 Shares, representing approximately 81.03% of the total issued Shares (excluding treasury shares). In addition, Dr Tan Kim Yong is the Group Chairman and Chief Executive Officer and a Substantial Shareholder (as defined under the Companies Act) of the Company.

7.3 As at the Latest Practicable Date, Mr Tan Gim Seng directly or indirectly holds and/or controls in aggregate 4,334,974 Shares, representing approximately 3.29% of the total issued Shares (excluding treasury shares). In addition, Mr Tan Gim Seng is an Executive Director of the Company.

7.4 The shareholders of the Offeror are the Relevant Shareholders. As at the Latest Practicable Date, the shareholding structure in the Offeror is as follows:

Relevant Shareholders	**Number of Shares held**	**Shareholding Percentage (%)**
Tan Kim Yong	9,278	92.78%
Tan Gim Seng	329	3.29%
Tan Kim Wah	229	2.29%
Chng Sock Cheng	164	1.64%
Total	**10,000**	**100%**

7.5 As at the Latest Practicable Date, the Offeror has an issued share capital of S$10,000 comprising 10,000 fully paid-up ordinary share.

7.6 The relationships between the Relevant Shareholders are as follows:

(i) the Offeror Directors are brothers; and

(ii) Ms Chng Sock Cheng is the wife of Mr Tan Kim Wah.

The Relevant Shareholders are persons acting in concert with the Offeror.

7.7 The Relevant Shareholders have agreed to form a consortium through the Offeror to undertake the Exit Offer and entered into a shareholders' agreement (the "**Shareholders' Agreement**") with each other to, *inter alia*, regulate their relationship as members of the consortium and in the conduct of the business and affairs of the Offeror and the Enlarged Group (being the Offeror and the acquired business of the Company after the close of the Exit Offer). The principal terms of the Shareholders' Agreement are as follows:

7.7.1 the Offeror Directors are entitled to vote as directors of the Offeror board. All board decisions in connection with the Offeror and the Enlarged Group after the Delisting must be unanimously agreed by each of the Offeror Directors;

7.7.2 the Relevant Shareholders are entitled to vote as shareholders in accordance with their shareholding in the Offeror. All shareholders' decisions in connection with the Offeror and the Enlarged Group must be unanimously agreed by each of the Relevant Shareholders;

7.7.3 the Relevant Shareholders will not dispose of their shares in the Offeror within 12 months from the Delisting; and

7.7.4 no shareholder of the Offeror has any put option in respect of their shares in the Offeror to the other shareholders of the Offeror.

7.8 As at the Latest Practicable Date, the Offeror does not hold any Shares.

7.9 As at the Latest Practicable Date, the Relevant Shareholders directly or indirectly hold and/or control in aggregate 116,251,679 Shares, representing approximately 88.24% of the total issued Shares (excluding treasury shares). A breakdown of the Shares held and/or controlled by them is provided in paragraph 3.1 of **Appendix 2** of this Exit Offer Letter.

7.10 Further information on the Offeror and its concert parties can also be found in **Appendix 2** of this Exit Offer Letter.

8 RATIONALE FOR DELISTING PROPOSAL AND THE OFFEROR'S INTENTIONS

8.1 **Opportunity to Realise Investments with an Upfront Premium.** The Exit Offer Price represents a premium above the historical market prices of the Shares in respect of:

Period prior to the Joint Announcement Date	Share Price (S$)[1]	Premium above Share Price[2] (%)
Last transacted price on the SGX-ST as of 16 November 2016, being the last trading day on which the Shares were traded prior to the Joint Announcement Date (the "**Last Trading Day**")	0.171	22.8
Volume weighted average price ("**VWAP**")[3] for the one-month period prior to and including the Last Trading Day	0.174	20.7
VWAP[3] for the three-month period prior to and including the Last Trading Day	0.174	20.7
VWAP[3] for the six-month period prior to and including the Last Trading Day	0.179	17.3
VWAP[3] for the 12-month period prior to and including the Last Trading Day	0.198	6.1

Notes:

(1) Source: Bloomberg L.P.

(2) Computed based on the share prices which are rounded to the nearest 3 decimal places.

(3) The VWAP is calculated based on the daily VWAP turnover divided by VWAP volume as extracted from Bloomberg L.P. Off market transactions are excluded from the calculation.

Through the Delisting Proposal, the accepting Shareholders will have an opportunity to realise their investments in the Company, without incurring brokerage and other trading costs, for a cash consideration at a premium above the last transacted price of the Offer Shares on the Last Trading Day and the volume weighted average price of the Shares (in respect of the relevant periods set out above), an option which may not otherwise be readily available due to the low trading liquidity of the Shares.

8.2 **Low Trading Liquidity.** The trading volume of the Shares has been low, with an average daily trading volume[1] of approximately 4,209 Shares, 4,850 Shares, 5,346 Shares and 3,889 Shares during the one-month period, three-month period, six-month period and 12-month period respectively up to the Last Trading Day. This represents only approximately 0.003%, 0.004%, 0.004% and 0.003% of the total number of issued Shares (excluding any Shares held in treasury) respectively.

The Exit Offer will provide an exit option for Shareholders who wish to realise their entire investment in the Shares but find it difficult to do so as a result of the low trading liquidity of the Shares.

8.3 **Compliance Costs of Maintaining Listing.** In maintaining the Company's listing status, the Company incurs additional compliance and associated costs. The Company will be able to gain cost savings as a non-listed entity by dispensing with costs associated with complying with the SGX-ST listing requirements and other regulatory requirements as well as human resources that have to be committed for such compliance. The Delisting, if approved, will eliminate the costs of compliance with the SGX-ST listing rules and regulations, thereby allowing the Company to focus its resources on its business operations.

8.4 **No Need for Access to Capital Markets.** In the last eight years, the Company has not raised cash funding from the Singapore capital markets. The Company is unlikely to require access to the Singapore capital markets to finance its operations in the foreseeable future. Accordingly, it is not necessary for the Company to maintain a listing on the SGX-ST.

8.5 **Offeror's Intention.** The Offeror has no current intention of (a) making material changes to the Company's existing business, (b) re-deploying the Company's fixed assets, or (c) discontinuing the employment of the employees of the Company and its subsidiaries, other than in the ordinary course of business. Nonetheless, the Offeror retains the flexibility at any time to consider options or opportunities which may present themselves, and which it regards to be in the interests of the Offeror and/or the Company. Following the close of the Exit Offer, the Offeror will conduct a comprehensive review of the operations, management and financial position of the Company and its subsidiaries, and will evaluate various strategic options following the privatisation of the Company.

8.6 **Closing price of the Shares.** The last closing prices of the Shares on the SGX-ST on/as at:

8.6.1 the Latest Practicable Date is S$0.182;

8.6.2 16 November 2016, being the Last Trading Day is S$0.171; and

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1 The average daily trading volume is computed based on the total trading volume of the Shares on the SGX-ST for the relevant periods immediately prior to and including the Last Trading Day and divided by the total number of days on which the SGX-ST is open for trading during the relevant periods, as extracted from Bloomberg L.P.

8.6.3 the end of each of the six calendar months prior to the Joint Announcement Date are as follows:

Month	Closing Price (S$)
May 2016	0.265
June 2016	0.230
July 2016	0.190
August 2016	0.189
September 2016	0.171
October 2016	0.175

Source: Bloomberg L.P.

8.7 **Highest and Lowest Closing Prices of the Shares.** During the period commencing six months preceding the Joint Announcement Date and ending on the Latest Practicable Date (both dates inclusive) the highest and lowest closing prices of the Shares traded on the SGX-ST are as follows:

	Price (S$)	Date(s)
Highest closing price	0.230	6 June and 12 July 2016
Lowest closing price	0.160	18 August 2016

Source: Bloomberg L.P.

9 ACTION TO BE TAKEN BY SHAREHOLDERS

9.1 If you hold Offer Shares that are deposited with CDP, you should receive a FAA for Offer Shares together with this Exit Offer Letter. If you have not received the FAA and this Exit Offer Letter, you may obtain a copy of the FAA for Offer Shares and this Exit Offer Letter from the Offeror c/o CDP, at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, upon production of satisfactory evidence that you are a Shareholder.

9.2 If you hold Offer Shares that are represented by share certificate(s) and are not deposited with CDP, you should receive a FAT together with this Exit Offer Letter. If you have not received a FAT and this Exit Offer Letter, you may obtain a copy of the FAT and this Exit Offer Letter from the Offeror c/o B.A.C.S. Private Limited, 8 Robinson Road #03-00 ASO Building, Singapore 048544, upon production of satisfactory evidence that you are a Shareholder.

9.3 The Exit Offer may only be accepted by the relevant Shareholders to whom this Exit Offer Letter is addressed. Shareholders may choose to accept the Exit Offer before the EGM. However, the Exit Offer remains conditional upon the Delisting Resolution being passed at the EGM and the fulfilment of the Minimum Acceptance Condition. In the event that any of the Delisting Proposal Conditions is not satisfied, the Exit Offer will lapse and both the Shareholders and the Offeror will cease to be bound by any prior acceptances of the Exit Offer by any Shareholder.

9.4 **If you decide to accept the Exit Offer**, you should complete, sign and return the relevant Acceptance Form in accordance with the provisions and instructions in this Exit Offer Letter and that Acceptance Form. If you hold the share certificate(s) of the Offer Shares beneficially owned by you and wish to accept the Exit Offer in respect of such Offer Shares, you **should not** deposit the share certificate(s) with CDP during the period commencing on

the date of this Exit Offer Letter and ending on the Closing Date (both dates inclusive) as your Securities Account may not be credited with the relevant number of Offer Shares in time for you to accept the relevant Exit Offer. The detailed procedures for acceptance are set out in **Appendix 1** to this Exit Offer Letter for your information.

9.5 **If you decide not to accept the Exit Offer**, you do not have to take any action. In the event that the Delisting Resolution is approved by Shareholders and subject to the Offeror's right of compulsory acquisition described in paragraph 6.1 above, you will continue to hold unquoted Shares in the Company as an unlisted company. If you hold Shares that are deposited with CDP, a share certificate in respect of your Shares that are deposited with CDP will be sent, by ordinary post, and at your own risk, to your mailing address as it appears in the records of CDP, after the Company has been delisted from the Official List of SGX-ST.

10 INFORMATION RELATING TO CPFIS/SRS INVESTORS

10.1 Investors who have purchased Shares using their Central Provident Fund ("**CPF**") savings (the "**CPFIS Investors**") under the Central Provident Fund Investment Scheme ("**CPFIS**") should receive further information on how to accept the Exit Offer from their respective banks approved by CPF to be its agent banks, being DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited (collectively, the "**CPF Agent Banks**") shortly. CPFIS Investors are advised to consult their respective CPF Agent Banks should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors should seek independent professional advice.

10.2 CPFIS Investors who wish to accept the Exit Offer are to reply to their respective CPF Agent Banks accordingly by the deadline stated in the letter from their respective CPF Agent Banks. CPFIS Investors who accept the Exit Offer will receive payment of the Exit Offer Price for their Shares in their CPFIS accounts.

10.3 Investors who have purchased Shares using their Supplemental Retirement Scheme ("**SRS**") savings (the "**SRS Investors**") should receive further information on how to accept the Exit Offer from the respective agent banks under the SRS (the "**SRS Agent Banks**") shortly. SRS Investors are advised to consult their respective SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice.

10.4 SRS Investors who wish to accept the Exit Offer are to reply to their respective SRS Agent Banks accordingly by the deadline stated in the letter from their respective SRS Agent Banks. SRS Investors who accept the Exit Offer will receive payment of the Exit Offer Price for their Shares in their SRS accounts.

11 OVERSEAS SHAREHOLDERS

11.1 This Exit Offer Letter does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Exit Offer Letter in any jurisdiction in contravention of applicable law. The Exit Offer is made solely by this Exit Offer Letter and the relevant Acceptance Forms.

11.2 The release, publication or distribution of this Exit Offer Letter in certain jurisdictions may be restricted by law and therefore persons in any such jurisdictions into which this Exit Offer Letter is released, published or distributed should inform themselves about and observe such restrictions.

11.3 Copies of this Exit Offer Letter, the relevant Acceptance Forms and any formal documentation relating to the Exit Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Exit Offer would violate the applicable law of that jurisdiction ("**Restricted Jurisdiction**") and will not be capable of acceptance by any such use, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. For the avoidance of doubt, the Exit Offer shall be made to all Shareholders including those to whom this Exit Offer Letter and the relevant acceptance form(s) will not be sent.

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

11.5 The availability of the Exit Offer to, and the ability of, the Shareholders who are not resident in Singapore (each an "**Overseas Shareholder**") to accept the Exit Offer may be affected by the laws of the relevant jurisdictions in which they are located. Persons who are not resident in Singapore should inform themselves of, and observe, any applicable requirements. Accordingly, any Overseas Shareholder should inform himself of, and observe, any applicable legal requirements. **Where there are potential restrictions on sending this Exit Offer Letter and/or the Acceptance Forms to any overseas jurisdiction, the Offeror and TCMPL each reserves the right not to send these documents to such Overseas Shareholders in overseas jurisdictions**. For the avoidance of doubt, the Exit Offer is open to all Shareholders holding Offer Shares, including those to whom this Exit Offer Letter and/or the Acceptance Forms have not been, or may not be, sent.

11.6 Subject to compliance with applicable laws, Overseas Shareholders may, nonetheless, obtain copies of this Exit Offer Letter, the relevant Acceptance Forms and any related documents, during normal business hours, from the date of this Exit Offer Letter and up to the Closing Date, from the Offeror c/o B.A.C.S. Private Limited, 8 Robinson Road #03-00 ASO Building, Singapore 048544 or The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Alternatively, an Overseas Shareholder may, subject to compliance with applicable laws, write in to the Offeror c/o B.A.C.S. Private Limited at the address listed above to request for this Exit Offer Letter, the relevant Acceptance Forms and any related documents to be sent to an address in Singapore by ordinary post at the Overseas Shareholder's own risk, up to five Market Days prior to the Closing Date.

11.7 It is the responsibility of any Overseas Shareholder who wishes (a) to request for this Exit Offer Letter, the relevant Acceptance Forms and any related documents, and/or (b) to accept the Exit Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholder shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror and/or any person acting on its behalf (including TCMPL) shall be fully indemnified and held harmless by such Overseas Shareholder for any such taxes, imposts, duties or other requisite payments as the Offeror and/or any person acting on its behalf (including TCMPL) may be required to pay. In (i) requesting for this Exit Offer Letter, the relevant Acceptance Forms and any related

documents and/or (ii) accepting the Exit Offer, the Overseas Shareholder represents and warrants to the Offeror and TCMPL that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. **Any Overseas Shareholder who is in any doubt about his position should consult his professional adviser in the relevant jurisdiction**.

11.8 The Offeror and TCMPL each reserves the right to (a) reject any acceptance of the Exit Offer where it believes, or has reason to believe, that such acceptance may violate the applicable laws of any jurisdiction; and (b) notify any matter, including the despatch of this Exit Offer Letter and Acceptance Forms, any formal documentation relating to the Exit Offer, and the fact that the Exit Offer has been made, to any or all Shareholders (including the Overseas Shareholders) by announcement to the SGX-ST and if necessary, paid advertisement in a newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder to receive or see such announcement or advertisement.

12 DISCLOSURES

12.1 **Interest in Relevant Securities.**

12.1.1 For the purposes of this Exit Offer Letter:

"**Convertible Securities**" means securities convertible or exchangeable into new shares or existing shares;

"**Derivatives**" includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security or securities;

"**Relevant Securities**" means any:

(a) securities which are being offered for (i.e. the Shares) which carry voting rights in the Company, or

(b) Convertible Securities, Warrants, Options and Derivatives in respect of (a); and

"**Warrants**" means rights to subscribe for or purchase new shares or existing shares.

12.1.2 Please refer to **Appendix 2** to this Exit Offer Letter which sets out the interests of the Offeror, its directors and parties acting in concert or deemed to be acting in concert with the Offeror in Relevant Securities as at the Latest Practicable Date.

12.1.3 Save as disclosed in paragraphs 3.6.2, 4, 7.2 and 7.3 of this Exit Offer Letter and paragraph 3.1 of Appendix 2 to this Exit Offer Letter, as at the Latest Practicable Date, none of the Offeror, its directors or any of the parties acting in concert or deemed to be acting in concert with the Offeror owns, controls or has agreed to acquire any Relevant Securities.

12.2 **Dealings in Relevant Securities.**

None of the Offeror, its directors or any of the parties acting in concert or deemed to be acting in concert with the Offeror has dealt for value in any Relevant Securities during the period commencing three months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

12.3 **Further Disclosures.**

Further disclosures by the Offeror are found in **Appendix 2** to this Exit Offer Letter.

13 CONFIRMATION OF FINANCIAL RESOURCES

TCMPL, the financial adviser to the Offeror in respect of the Exit Offer, has confirmed that sufficient financial resources are available to the Offeror to satisfy full acceptances of the Exit Offer for the Offer Shares at the Exit Offer Price for the maximum potential issued Shares (excluding the Undertaking Shares in view of the Irrevocable Undertakings).

14 GENERAL

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

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

14.3 The Exit Offer, this Exit Offer Letter, the Acceptance Forms, and all acceptances of the Exit Offer and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Offeror and each accepting Shareholder submit to the non-exclusive jurisdiction of the Singapore courts.

14.4 A person who is not a party to any contracts made pursuant to the Exit Offer, this Exit Offer Letter, and the relevant Acceptance Forms has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such contracts.

14.5 Any omission to despatch this Exit Offer Letter, the Delisting Circular, and the relevant Acceptance Forms or any notice or announcement required to be given under the terms of the Exit Offer or any failure to receive the same by any person to whom the Exit Offer is made or should be made, shall not invalidate the Exit Offer in any way.

14.6 All costs and expenses of or incidental to the preparation and circulation of this Exit Offer Letter and the Acceptance Form(s) (other than such professional fees and other costs incurred or to be incurred by the Company relating to the Exit Offer) and stamp duty and transfer fees resulting from acceptances of the Exit Offer will be paid by the Offeror.

14.7 TCMPL, as financial adviser to the Offeror in connection with the Exit Offer, has given and has not withdrawn its written consent to the issue of this Exit Offer Letter with the inclusion herein of its name and all references thereto in the form and context in which they appear in this Exit Offer Letter.

14.8 B.A.C.S. Private Limited, as the receiving agent of the Offeror in connection with the Exit Offer and the share registrar of the Company, has given and has not withdrawn its written consent to the issue of this Exit Offer Letter with the inclusion herein of its name and all references thereto in the form and context in which they appear in this Exit Offer Letter.

15 DOCUMENTS FOR INSPECTION

Copies of the following documents will be available for inspection at the registered office of the Company at 23 Ubi Crescent Singapore 408579 during normal business hours, for the period for which the Exit Offer remains open for acceptance:

(a) Constitution of the Offeror;

(b) the Joint Announcement;

(c) the Irrevocable Undertakings; and

(d) the letters of consent from TCMPL and B.A.C.S. Private Limited referred to in paragraph 14 of this Exit Offer Letter.

16 RESPONSIBILITY STATEMENT

The Offeror Directors have taken all reasonable care to ensure that the facts stated and opinions expressed herein (other than those relating to the Company) are fair and accurate and where appropriate, no material facts have been omitted from this Exit Offer Letter, the omission of which would make any statement in this Exit Offer Letter misleading. Where any information in this Exit Offer Letter has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Company, the sole responsibility of the Offeror Directors has been to ensure that such information has been accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Exit Offer Letter. The Offeror Directors jointly and severally accept responsibility accordingly.

Yours faithfully,
Tata Capital Markets Pte. Ltd.

For and on behalf of
HAO Corp Pte. Ltd.

Any enquiries relating to this Exit Offer Letter or the Exit Offer should be directed, during normal business hours for the period for which the Exit Offer remains open for acceptance, to the officers of Tata Capital Markets Pte. Ltd. during office hours at (65) 6592 2060 or (65) 6592 0980.

Forward-Looking Statements

All statements other than statements of historical facts included in this Exit Offer Letter are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "potential", "strategy", "forecast" and similar expressions or future or conditional verbs such as "will", "would", "should", "could", "may" and "might". These statements reflect the current expectations, beliefs, hopes, intentions or strategies of the party making the statements regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors should not place undue reliance on such forward-looking statements, and neither the Company, the Offeror, the Relevant Shareholders nor TCMPL undertakes any obligation to update publicly or revise any forward-looking statements.

APPENDIX 1

PROCEDURES FOR ACCEPTANCE AND OTHER DETAILS OF THE EXIT OFFER

The Shareholders may choose to submit the relevant Acceptance Form(s) to accept the Exit Offer before the EGM. However, please note that such acceptance is conditional upon the Delisting Proposal Conditions being satisfied. In the event that any of the Delisting Proposal Conditions is not satisfied, the Exit Offer will lapse and both the Shareholders and the Offeror will cease to be bound by any prior acceptances of the Exit Offer by any Shareholder. Those Offer Shares in respect of which acceptances have been received shall be returned to the relevant Shareholders in accordance with the procedures set out in this Exit Offer Letter and the Acceptance Forms.

PLEASE TAKE NOTE THAT APPROVING THE DELISTING RESOLUTION AT THE EGM DOES NOT AUTOMATICALLY MEAN THAT YOU HAVE ACCEPTED THE EXIT OFFER.

1 PROCEDURES FOR ACCEPTANCE OF THE EXIT OFFER BY DEPOSITORS WHOSE SECURITIES ACCOUNTS ARE AND/OR WILL BE CREDITED WITH OFFER SHARES

1.1 Depositors whose Securities Accounts are credited with Offer Shares

If you have Offer Shares standing to the credit of your Securities Account, you are entitled to receive this Exit Offer Letter together with the FAA. If you do not receive the FAA, you may obtain a copy of such FAA, upon production of satisfactory evidence that you are a Shareholder, from HAO Corp Pte. Ltd. c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Alternatively, you may obtain an electronic copy of such FAA from the website of the SGX-ST at http://www.sgx.com.

If you wish to accept the Exit Offer, you should complete and sign the accompanying FAA in accordance with the provisions and instructions in this Exit Offer Letter (including this **Appendix 1**), and the provisions and instructions printed on the FAA (which provisions and instructions shall be deemed to form part of the terms of the Exit Offer) and submit the duly completed and signed FAA, **either by hand** to:

HAO CORP PTE. LTD.
c/o The Central Depository (Pte) Limited
9 North Buona Vista Drive
#01-19/20 The Metropolis
Singapore 138588

or by post (in the enclosed pre-addressed envelope) at your own risk, to:

HAO CORP PTE. LTD.
c/o The Central Depository (Pte) Limited
Robinson Road Post Office
P.O. Box 1984
Singapore 903934

so as in either case to arrive not later than **5.30 p.m. on the Closing Date, being 17 May 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**.

If you have sold or transferred all your Offer Shares, you need not forward this Exit Offer Letter and/or the FAA to the purchaser or the transferee (the "**Purchaser**") as arrangements will be made by CDP for a separate Exit Offer Letter and FAA to be sent to the Purchaser. Purchasers should note that CDP will, for and on behalf of the Offeror, send a copy of this Exit Offer Letter and the FAA by ordinary post at the Purchasers' own risk to their respective addresses as maintained in the records of CDP.

If you wish to accept the Exit Offer, you must insert in **Part A** of the FAA the number of Offer Shares in respect of which the Exit Offer is accepted, which should not exceed the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. on the date of receipt by CDP (the "**Date of Receipt**"), or in the case where the Date of Receipt is on the Closing Date, 5.30 p.m. on the Closing Date, provided always that such Date of Receipt must fall on or before the Closing Date.

If the number of Offer Shares in respect of which the Exit Offer is accepted, as inserted by you in Part A of the FAA, exceeds the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. on the Date of Receipt (or, in the case where the Date of Receipt is on the Closing Date, 5.30 p.m. on the Closing Date), or if no such number of Offer Shares is inserted in Part A of the FAA by you, then **you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. on the Date of Receipt (or in the case where the Date of Receipt is on the Closing Date, 5.30 p.m. on the Closing Date), provided always that the Date of Receipt is on or before the Closing Date**.

1.2 Depositors whose Securities Accounts will be credited with Offer Shares

If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, you should also receive this Exit Offer Letter together with a FAA. You may accept the Exit Offer in respect of such Offer Shares only **after** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares. The provisions and instructions set out in section 1.1 above in this **Appendix 1** shall apply in the same way to your acceptance(s) in respect of such Offer Shares. If you do not receive the FAA, you may obtain such a FAA upon production of satisfactory evidence that you have purchased the Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

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

If you purchase Offer Shares on the SGX-ST on a date near to the Closing Date, your acceptance in respect of such Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by 5.00 p.m. on the Date of Receipt or 5.30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date). None of the Offeror, TCMPL or CDP accepts any responsibility or liability for the consequences of such a rejection.

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

If you have Offer Shares credited to the "Free Balance" of your Securities Account, and have purchased additional Offer Shares on the SGX-ST which are in the process of being credited to the "Free Balance" of your Securities Account, you may accept the Exit Offer in respect of the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account and may accept the Exit Offer in respect of the additional Offer Shares purchased which are in the process of being credited to your Securities Account only **after** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares. The provisions and instructions set out in sections 1.1 and 1.2 above in this **Appendix 1** shall apply in the same way to your acceptance(s) in respect of such Offer Shares which are credited and such additional Offer Shares which will be credited to the "Free Balance" of your Securities Account respectively.

1.4 General

Depository agents (as defined under Section 81SF of the Securities and Futures Act (Chapter 289)) may also accept the Exit Offer via the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents (the "**Electronic Acceptance**"). Such Electronic Acceptances must be submitted **not later than 5.30 p.m. on the Closing Date**. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf. Such Electronic Acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and this Exit Offer Letter as if the FAA had been duly completed and submitted to CDP.

No acknowledgement will be given for any submission of a FAA made by hand or by post to CDP or deposited into drop-boxes located at CDP's premises.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares credited to your Securities Account. You can verify such number through (i) CDP Online if you have registered for CDP Internet Access Service or (ii) CDP Phone Service if you have a T Pin. Alternatively, you may proceed to CDP in person with your identity card or passport to verify the number of Offer Shares credited to your Securities Account.

CDP will, upon receipt for and on behalf of the Offeror of the duly completed and signed FAA and all other relevant documents (if any), transfer the Offer Shares in respect of which you have accepted the Exit Offer from the "Free Balance" of your Securities Account to a "Suspense Account" pending the satisfaction of the Delisting Proposal Conditions and until the consideration for the Offer Shares has been despatched to you. In the event that the Delisting Proposal Conditions are not satisfied, the relevant number of Offer Shares in respect of which you have accepted the Exit Offer will be transferred to the "Free Balance" of your Securities Account as soon as possible but, in any event, not later than 14 days from the lapse of the Exit Offer.

If the Delisting Proposal Conditions are satisfied, and you have accepted the Exit Offer in accordance with the provisions contained herein and in the FAA, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Exit Offer Price by way of a cheque in Singapore currency drawn on a bank operating in Singapore for the appropriate amount, by ordinary post to your mailing address as it appears in the records of CDP at your own risk or in such other manner as you may have agreed with CDP for the payment of any cash distributions.

All communications, certificates, notices, documents and remittances to be delivered to you will be by ordinary post to your address as maintained in the records of CDP and at your own risk. The Offeror, TCMPL or CDP shall not be liable for any loss in transmission of the FAA.

If you do not have any existing Securities Account in your name as at the time and date of acceptance of the Exit Offer, your acceptance as contained in the FAA will be rejected.

2 PROCEDURES FOR ACCEPTANCE OF THE EXIT OFFER BY SHAREHOLDERS WHO HOLD OFFER SHARES WHICH ARE NOT DEPOSITED WITH CDP

If you hold Offer Shares which are not deposited with CDP, you are entitled to receive this Exit Offer Letter together with the FAT. If you do not receive the FAT, you may obtain a copy of such FAT, upon production of satisfactory evidence that you are a Shareholder, from HAO Corp Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road #03-00 ASO Building, Singapore 048544. Alternatively, you may obtain an electronic copy of such FAT from the website of the SGX-ST at http://www.sgx.com.

If you wish to accept the Exit Offer, you should complete and sign the FAT in accordance with the provisions and instructions in this Exit Offer Letter (including this **Appendix 1**), and the provisions and instructions printed on the FAT (which provisions and instructions shall be deemed to form part of the terms of the Exit Offer) and submit, at your own risk, the duly completed and signed FAT, together with the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror, by hand or by post to:

HAO CORP PTE. LTD.
c/o B.A.C.S. Private Limited
8 Robinson Road
#03-00 ASO Building
Singapore 048544

so as to arrive not later than **5.30 p.m. on the Closing Date, being 17 May 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**.

If your Offer Shares are represented by share certificate(s) which are not registered in your own name, you must send in, at your own risk, the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror together with a duly completed and signed FAT accompanied by transfer form(s), duly completed and executed by the person registered with the Company as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by it).

If you wish to accept the Exit Offer, you must insert in the FAT the number of Offer Shares in respect of which the Exit Offer is accepted, which should not exceed the number of Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying the FAT.

If the number of Offer Shares in respect of which the Exit Offer is accepted, as inserted by you in the FAT, exceeds the number of Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying the FAT, or if no such number of Offer Shares is inserted in the FAT by you, then **you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying the FAT**.

If you have sold or transferred all your Shares which are not held through CDP, you should immediately hand this Exit Offer Letter and the accompanying FAT to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale, for onward transmission to the purchaser or transferee.

No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) required by the Offeror will be given.

All communications, certificates, notices, documents and remittances to be delivered or sent to you will be sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register of Members of the Company) by ordinary post to your address as it appears in the Register of Members of the Company at your own risk (or, for the purpose of remittances only, to such different name and address as may appear in the FAT and at your own risk).

If the Delisting Proposal Conditions are satisfied, and you have accepted the Exit Offer in accordance with the provisions contained herein and in the FAT, payment will be sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register of Members of the Company) by ordinary post to your address as it appears in the Register of Members of the Company at your own risk (or to such different name and address as may be specified by you in the FAT and at your own risk), by way of a cheque drawn on a bank in Singapore for the appropriate amount.

In the event that the Delisting Proposal Conditions are not satisfied, the FAT and other documents (including share certificate(s)) will be returned to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register of Members of the Company) by ordinary post to your address as it appears in the Register of Members of the Company at your own risk (or to such different name and address as may be specified by you in the FAT and at your own risk) as soon as possible but, in any event, not later than 14 days from the lapse of the Exit Offer.

3 OTHER RELEVANT INFORMATION IN RESPECT OF THE PROCEDURES FOR ACCEPTANCE

If you hold the share certificate(s) of some of the Offer Shares beneficially owned by you and if you have deposited the rest of the Offer Shares beneficially owned by you with CDP, you are required to complete the FAT in respect of the Offer Shares represented by share certificate(s) and the FAA in respect of the Offer Shares which are deposited with CDP, if you wish to accept the Exit Offer in respect of all such Offer Shares. Both the FAT and the FAA must be completed, signed and accompanied by the relevant documents and sent to the Offeror in accordance with the respective procedures for acceptance set out above in sections 1 and 2 of this **Appendix 1**.

If you hold the share certificate(s) of the Offer Shares beneficially owned by you and you wish to accept the Exit Offer in respect of such Offer Shares, you SHOULD NOT deposit the share certificate(s) with CDP during the period commencing on the date of this Exit Offer Letter and ending on the Closing Date (both dates inclusive) as the "Free Balance" of your Securities Account may not be credited with the relevant number of Offer Shares in time for you to accept the Exit Offer.

Delivery of the duly completed and signed FAA and/or FAT to the Offeror, CDP and/or B.A.C.S. Private Limited (as the case may be) together with the relevant share certificate(s) and/or other documents of title and/or other relevant documents required by the Offeror shall

be conclusive evidence in favour of the Offeror, CDP and/or B.A.C.S. Private Limited (as the case may be) of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.

Acceptances in the form of a FAA, a FAT and/or an Electronic Acceptance received by the Offeror, CDP and/or B.A.C.S. Private Limited, on a Saturday, Sunday or public holiday will only be processed and validated on the next business day.

If you wish to accept the Exit Offer, it is your responsibility to ensure that the FAA and/or the FAT is/are accurately completed in all respects, signed and all required documents are provided. The Offeror, TCMPL, CDP and B.A.C.S. Private Limited will be authorised and entitled, at their sole and absolute discretion, to reject any acceptance that does not comply with the provisions and instructions contained in this Exit Offer Letter and in the FAA or the FAT (as the case may be), or which is otherwise incomplete, incorrect, unsigned, illegible or invalid in any respect. Any decision to reject the FAA or the FAT on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted will be final and binding, and none of the Offeror, TCMPL, CDP and/or B.A.C.S. Private Limited accepts any responsibility or liability for the consequences of such a decision.

You irrevocably agree and acknowledge that your acceptance is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses, theft and any other events whatsoever (in each case whether or not within the control of the Offeror or CDP) and if, in any such event, the Offeror and CDP do not record or receive the same by the last date and time for acceptance of the Exit Offer in respect of the Offer Shares or such data or tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, you shall be deemed NOT to have accepted the Exit Offer in respect of the Offer Shares and you shall have no claim whatsoever against either the Offeror or CDP in respect of any purported acceptance thereof or for any compensation, loss or damages in connection therewith or in relation thereto.

The Offeror and TCMPL each reserves the right to treat acceptances of the Exit Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated herein or in the relevant Acceptance Forms, or if made otherwise than in accordance with the provisions herein and instructions printed on the relevant Acceptance Forms and none of the Offeror, TCMPL and/or B.A.C.S. Private Limited accepts any responsibility or liability for the consequences of such a decision. In respect of the FAA, any decision by the Offeror or TCMPL to reject or treat as valid any acceptance will be final and binding and CDP takes no responsibility for any decision made by the Offeror or TCMPL. In respect of the FAT, any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror, TCMPL and/or B.A.C.S. Private Limited accepts any responsibility or liability to such a decision, including the consequences thereof.

The Offeror, TCMPL, CDP or B.A.C.S. Private Limited, as the case may be, shall not be liable for any loss in transmission of the FAA and/or the FAT.

4 SETTLEMENT

Subject to the satisfaction of the Delisting Proposal Conditions, and to the receipt by the Offeror of valid acceptances, complete in all respects, signed and in accordance with the instructions given herein, in this Exit Offer Letter and the relevant FAA, FAT and/or the terms and conditions for Electronic Acceptance (as the case may be) and in the case of a Depositor, the receipt by the Offeror of confirmation satisfactory to it that the relevant number of Offer Shares are standing to the credit of the "Free Balance" of the Depositor's Securities Account at the relevant time(s), remittances in the form of cheques in Singapore currency

drawn on a bank in Singapore for the appropriate amounts will be despatched to the accepting Shareholder (or, in the case of a Shareholder holding share certificate(s) which is not deposited with CDP, his designated agent, if any) at his address as maintained in the records of CDP or in the case of a Scripholder, the address stated in his FAT or, if none is set out, the address maintained in the Register of Members (as the case may be), by ordinary post and at the risk of the accepting Shareholder or in such other manner as he may have agreed with CDP for the payment of any cash distributions, as soon as practicable but in any event:

(a) in respect of acceptances of the Exit Offer which are valid and complete in all respects and are received on or before the date on which the Exit Offer becomes or is declared unconditional in all respects, within seven (7) business days of that date; or

(b) in respect of acceptances of the Exit Offer which are valid and complete in all respects and are received after the Exit Offer becomes or is declared unconditional in all respects, but on or before the Closing Date, within seven (7) business days of the date of such receipt.

In the case of a Depositor, CDP will also send a notification letter by ordinary post to you, at your address as maintained in the records of CDP, at your own risk, stating the number of Offer Shares debited from your Securities Account.

5 RIGHT OF WITHDRAWAL

All acceptances of the Exit Offer shall be irrevocable.

APPENDIX 2

FURTHER INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES

1 Registered office of the Offeror

The registered office of the Offeror is at 23 Ubi Crescent, Singapore 408579.

2 Principal activities of the Offeror

The principal activity of the Offeror is that of an investment holding company.

3 Disclosure of shareholdings and dealings

3.1 Shareholdings in the Company

As at the Latest Practicable Date, the interests in Relevant Securities held by the Offeror, its directors and parties acting or deemed to be acting in concert with the Offeror are set out below:

Name of Shareholder	Number of Shares held/controlled[1]	Shareholding Percentage (%)[2]
Dr Tan Kim Yong	106,747,905[3]	81.029%
Tan Gim Seng	4,334,974	3.291%
Tan Kim Wah	3,012,400	2.287%
Chng Sock Cheng	2,156,400	1.637%
Tan Kim Sung[4]	208,000	0.158%
Ong Boon Chye[5]	143,000	0.109%
Tan Kim Teck[4]	100,120	0.076%
Philip Windsor Carter[5]	60,000	0.046%
Tan Eng Buay Stella[4]	16,000	0.012%
Tan Chai Noi[5]	10,000	0.008%
Tan Kim Meng[4]	10,000	0.008%
Tan Keng Hee[6]	2,000	0.002%
Offeror	–	–
TCMPL	–	–

Notes:

(1) Includes both direct and deemed interest.

(2) Calculated based on the total issued Shares (excluding treasury shares) of 131,740,474 Shares.

(3) Includes deemed interest comprising of 1,850,000 Shares held by his wife, Mdm Teo Siew Ling, and 95,495,000 Shares held in the name of nominees.

(4) Tan Kim Sung, Tan Kim Teck, Tan Eng Buay Stella and Tan Kim Meng are siblings of the Offeror Directors.

(5) Ong Boon Chye, Phillip Windsor Carter and Tan Chai Noi are in-laws of the Offeror Directors.

(6) Tan Keng Hee is the nephew of the Offeror Directors.

3.2 Dealings in Relevant Securities

As at the Latest Practicable Date, none of the Offeror, its director, or parties acting in concert with the Offeror has:

(i) granted a security interest over any Relevant Securities to another person, whether through a charge, pledge or otherwise (save for Dr Tan Kim Yong's BOS Shares charged to the Bank of Singapore Limited(1));

(ii) borrowed from another person any Relevant Securities (excluding borrowed Relevant Securities which have been on-lent or sold);

(iii) lent any Relevant Securities to another person; or

(iv) dealt for value in any Relevant Securities during the period commencing three months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

Note:

(1) Notwithstanding the charge over the BOS Shares, the Bank of Singapore Limited has confirmed that the BOS Shares are freely transferrable. For the avoidance of doubt, notwithstanding the charge over the BOS Shares, Dr Tan Kim Yong is free to transfer the BOS Shares to the Offeror pursuant to his acceptance of the Exit Offer in fulfilment of his Irrevocable Undertaking.

3.3 No Undertakings

As at the Latest Practicable Date, save for the Irrevocable Undertakings, none of the Offeror or the parties acting in concert with it has received any irrevocable undertaking from any party to accept or reject the Exit Offer.

3.4 Indemnity Agreements

As at the Latest Practicable Date, save for the Irrevocable Undertakings, neither the Offeror nor any party acting in concert with it has entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Shares which may be an inducement to deal or refrain from dealing in the Shares.

3.5 Agreement having any Connection with or Dependence upon the Exit Offer

As at the Latest Practicable Date, save as disclosed in this Exit Offer Letter, there is no agreement, arrangement or understanding between (a) the Offeror or any parties acting in concert with the Offeror and (b) any of the present or recent Directors or any of the present or recent Shareholders having any connection with or dependence upon the Exit Offer or is conditional upon the Exit Offer and its outcome.

3.6 Payment or Benefit to the Director

As at the Latest Practicable Date, there is no agreement, arrangement or undertaking for payment or other benefit being made or given to any Director or any director of a corporation deemed to be related to the Company by virtue of Section 6 of the Companies Act as compensation for loss of office or as consideration for or in connection with his retirement from office or otherwise in connection with the Exit Offer.

3.7 Transfer of Shares

As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any Shares acquired pursuant to the Exit Offer, as the case may be, will or may be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Shares to any of its related corporation (as defined in the Companies Act) or for the purpose of granting security in favour of any financial institution or party which has extended credit facilities to it.

3.8 Transfer Restrictions

The Constitution of the Company do not contain any restrictions on the right to transfer the Offer Shares, which has the effect of requiring holders of the Offer Shares, before transferring them, to first offer them for purchase to Shareholders or to any other person.

3.9 Material Change in Information

Save as disclosed in this Exit Offer Letter and the information disclosed in the announcements released by the Company on the SGX-ST, as at the Latest Practicable Date, there has not been, within the knowledge of the Offeror, any material changes in any information previously published by or on behalf of the Offeror during the period commencing from the Joint Announcement Date and ending on the Latest Practicable Date.

3.10 Financial Information and Significant Accounting Policies

The SIC has ruled that the Offeror is not required to disclose in the Exit Offer Letter the information required under Rule 23.4 (c) to (h) of the Code. In particular, as the Offeror was incorporated only on 22 September 2016 as an investment holding company, the Offeror would not have had a full financial year as at the date of the Exit Offer Letter. Further, the Offeror is an exempt private company and as a result, does not have any published accounts.

As no audited financial statements of the Offeror have been prepared since the date of its incorporation, there are no significant accounting policies to be noted.

3.11 Material Changes in Financial Position

As at the Latest Practicable Date, save for making and financing the Exit Offer, there has been no known material change in the financial position of the Offeror since 22 September 2016, being the date of its incorporation.

APPENDIX 3

FURTHER INFORMATION ON THE COMPANY

1 Directors

The names, addresses and descriptions of the Directors as at the Latest Practicable Date are as follows:

Name	Address	Designation
Dr Tan Kim Yong	c/o 23 Ubi Crescent, Singapore 408579	Group Chairman and Chief Executive Officer
Mr Tan Gim Seng	c/o 23 Ubi Crescent, Singapore 408579	Executive Director
Mr Lim Yeow Hua	c/o 23 Ubi Crescent, Singapore 408579	Independent Director
Mr Lee Teck Leng	c/o 23 Ubi Crescent, Singapore 408579	Independent Director

2 Share Capital

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of US$28,739,313 comprising 131,740,474 ordinary Shares and 57,477 treasury shares.

3 Material Changes in Financial Position

As at the Latest Practicable Date, save as disclosed by the Company in the Delisting Circular and save for information on the Group which is publicly available (including without limitation, the announcements released by the Company on the SGX-ST and the documents as set out below) and save as may be announced by the Company from time to time, there has not been, within the knowledge of the Offeror, any material change in the financial position or prospects of the Company since 31 December 2015, being the date of the last audited balance sheet of the Company laid before the Shareholders in general meeting:

(a) the audited consolidated financial statements of the Group for the financial year ended 31 December 2015; and

(b) the unaudited consolidated financial statements of the Group for the third quarter financial period ended 30 September 2016.

4 Registered Office

The registered office of the Company is at 23 Ubi Crescent, Singapore 408579.

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