

HNA ECOTECH PANORAMA CAYMAN CO. LTD.
(formerly known as **BCP (SINGAPORE) VI CAYMAN FINANCING CO. LTD.**)
(an exempted company incorporated in the Cayman Islands)
(the “**Issuer**”)

Change of Control Offer Notice

with respect to the
US\$275,000,000 8.00% Senior Secured Notes due 2021

Rule 144A Notes:

CUSIP: 05543E AA0; ISIN: US05543EAA01;

Regulation S Notes:

CUSIP: G09059 AA7; ISIN: USG09059AA76

(the “**Notes**”)

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS CHANGE OF CONTROL OFFER NOTICE, THE CHANGE OF CONTROL OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 29, 2017 (THE “EXPIRATION TIME”). NOTES TENDERED IN THE CHANGE OF CONTROL OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK TIME, ON MARCH 27, 2017 (THE “WITHDRAWAL DEADLINE”).

Reference is made to the indenture dated March 27, 2014 (the “**Indenture**”), entered into by and among the Issuer, the Guarantors from time to time made a party thereto and Wilmington Trust, National Association, as Trustee and Collateral Agent (the “**Trustee**”) in respect to the Notes. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indenture.

NOTICE IS HEREBY GIVEN that, pursuant to Section 4.14 of the Indenture, a Change of Control has occurred in respect of the Issuer as result of the acquisition by Great Paeon Investment Co., Limited of all of the outstanding shares of HNA Ecotech Vision Cayman Co. Ltd. (formerly known as BCP (Singapore) VI Cayman Acquisition Co. Ltd.), a parent of the Issuer and a Guarantor of the Notes, and as a result, all of the outstanding shares of the Issuer, on January 3, 2017. Please see “The Offer” below.

This Notice is a notice with respect to a Change of Control Offer made in accordance with Section 4.14 of the Indenture. All Notes properly tendered to such Change of Control Offer will be accepted for payment by the Issuer. Any Note not properly tendered will remain outstanding and continue to accrue interest.

The Change of Control Payment Date will be **April 3, 2017**.

The Change of Control Payment will equal to 101.0% of the aggregate principal amount of the Notes properly tendered plus accrued and unpaid interest and Additional Amounts, if any, on such

Notes to the Change of Control Payment Date, subject to the rights of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

Unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to this Change of Control Offer shall cease to accrue interest on the Change of Control Payment Date.

Any Holder desiring to tender all or any portion of such Holder's Notes must comply with the procedures for tendering the Notes set forth herein in "Procedures for Tendering Notes". Holders shall be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; provided that the Paying Agent receives, not later than the close of business on the second Business Day prior to the Withdrawal Deadline, a facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of the Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased. Please see "—Procedures for Tendering the Notes—Withdrawal Rights." In the event of a withdrawal of Notes by a Holder, the Notes so withdrawn will be promptly returned to the Holder. In the event of a termination of the Change of Control Offer, the Notes tendered pursuant to the Change of Control Offer will be promptly returned to the tendering Holders.

Holders whose Notes are being purchased only in part shall be issued new Notes and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered. The unpurchased portion of the Notes must be equal to at least \$2,000 or any integral multiple of \$1,000 in excess of \$2,000.

THE CHANGE OF CONTROL OFFER IS BEING MADE PURSUANT TO SECTION 4.14 OF THE INDENTURE AND THE NOTES. THIS OFFER TO PURCHASE IS GOVERNED BY THE INDENTURE, THE NOTES AND APPLICABLE LAW AND DOES NOT CONSTITUTE A REDEMPTION OF, OR AN ELECTION BY THE ISSUER TO REDEEM, THE NOTES. HOLDERS HAVE AN ELECTION WHETHER OR NOT TO ACCEPT THE CHANGE OF CONTROL OFFER.

No person has been authorized to give any information or to make any representations directly related to this Offer other than those contained in this Change of Control Offer Notice and, if given or made, such information or representations must not be relied upon as having been authorized. This Change of Control Offer Notice does not constitute an offer to buy or the solicitation of an offer to sell securities in any circumstances in which such offer or solicitation is unlawful. The delivery of this Change of Control Offer Notice shall not, under any circumstances, create any implication that the information contained herein is current as of any time subsequent to the date of such information.

Any questions or requests for assistance or for additional copies of this Change of Control Offer Notice or related documents may be directed to the Issuer at one of its telephone numbers set forth on the last page hereof. Any beneficial owner owning interests in Notes may contact such beneficial owner's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Change of Control Offer.

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IMPORTANT NOTICE

This section contains important information that should be read before any decision is made with respect to the Change of Control Offer.

This Notice has not been approved or reviewed by any federal or state securities commission or regulatory authority of any country, nor has any such commission or authority passed on the accuracy or adequacy of this Notice. Any representation to the contrary is a criminal offense.

The Change of Control Offer is not being made to (and the surrender of Notes for payment will not be accepted from or on behalf of) Holders in any jurisdiction in which the making or acceptance of the Change of Control Offer would not be in compliance with the laws of such jurisdiction.

No person has been authorized to give any information with respect to Change of Control Offer, or to make any representation in connection therewith, other than those contained herein or as is provided by the Tender Agent in accordance with its customary practices and consistent with industry practice and applicable laws. If made or given by any other person, such information or representation must not be relied on as having been authorized by the Issuer, the Tender Agent or the Trustee.

Neither the delivery of this Notice nor any acceptance for purchase of Notes shall under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information contained herein or in the affairs of the Issuer or any of its subsidiaries or affiliates since the date hereof.

The Issuer and its affiliates may, from time to time, purchase Notes in the open market (including during the term of the Change of Control Offer), in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to the terms of the Indenture. Any such purchases may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Change of Control Offer. Any such purchases will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Issuer or its affiliates will choose to pursue.

NONE OF THE ISSUER, THE GUARANTORS, THE TRUSTEE, THE REGISTRAR AND THE AGENTS EXPRESSES ANY VIEW OR MAKES ANY RECOMMENDATION AS TO WHETHER THE NOTEHOLDERS WOULD BE ACTING IN THEIR BEST INTERESTS BY ACCEPTING OR REJECTING THIS CHANGE OF CONTROL OFFER IN RESPECT OF THEIR RESPECTIVE NOTES.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR OWN INDEPENDENT FINANCIAL, TAX AND LEGAL ADVISERS.

THE OFFER

General

The Change of Control Offer Notice is being given pursuant to Section 4.14 of the Indenture, dated as of March 27, 2014, among the Issuer, the Guarantors from time to time made a party thereto and the Trustee in respect to the Notes, which provides that if a Change of Control occurs, unless the Issuer has previously or concurrently sent a redemption notice with respect to all the outstanding Notes and any conditions to such redemption (other than the consummation of a Change of Control) have been satisfied or waived, the Issuer shall make an offer to purchase all of the Notes.

On August 8, 2016, HNA EcoTech Group Co., Ltd. (“**HNA**”), BCP (Singapore) Cayman Acquisition Co. Ltd. (now renamed, HNA EcoTech Vision Cayman Co. Ltd.), the direct controlling shareholder of the Issuer (the “**Parent**”) and BCP (Singapore) VI Cayman PRC Co. Ltd. and certain other shareholders of the Parent entered into a share purchase agreement (the “**SPA**”) that provided for the acquisition by HNA or any of its affiliates of all or substantially all of the outstanding shares of the Parent. On January 3, 2017, the acquisition contemplated by the SPA was completed and Great Paeon Investment Co., Limited (“**Great Paeon**”), a wholly owned subsidiary of HNA, acquired all of the outstanding shares of the Parent. As a result of the Parent’s direct ownership of the Issuer, a change in control of the Issuer has occurred.

Consideration due under the SPA was paid by HNA and Great Paeon utilizing available and uncommitted cash.

Upon the terms and subject to the conditions of the Change of Control Offer (including, if the Change of Control Offer is amended, the terms and conditions of any such amendment) and applicable law, on the Change of Control Payment Date, the Issuer will purchase and accept for payment all Notes validly tendered (and not properly withdrawn) pursuant to the Change of Control Offer. Such payment will be made to the Paying Agent, who in turn will pay CEDE & CO, (the nominee for DTC) who is the sole Holder of the Notes. Therefore, a holder of a beneficial interest in the Notes that has validly tendered their Notes in the Change of Control Offer must look solely to CEDE & CO for payments of amounts owed to them by reason of acceptance of the tender of their Notes in the Change of Control Offer.

If less than all the principal amount of Notes held by a Holder is surrendered and purchased pursuant to the Change of Control Offer, the Issuer will issue, and the Trustee will authenticate and deliver to or on the order of the Holder thereof, new Notes of authorized denominations, in principal amount equal to the portion of the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to at least \$2,000 in principal amount or an integral multiple of \$1,000 in excess of \$2,000.

No action by a Holder of Notes is required unless such Holder wishes to tender such Holder’s Notes pursuant to this Change of Control Offer Notice. Notes not tendered will remain obligations of the Issuer under the terms and conditions of the Indenture, and will continue to accrue interest. The Issuer does not make any recommendation as to whether or not Holders of the Notes should tender their Notes pursuant to this Change of Control Offer Notice. Each Holder of Notes must make its own decision as to whether or not to tender Notes.

The Issuer and its affiliates may, from time to time, purchase additional Notes in the open market, in privately negotiated transactions, through subsequent tender or exchange offers, optional redemptions or otherwise, subject to compliance with the Indenture and applicable law. Any future

purchases may be on the same terms or on terms that may be more or less favorable to Holders than the terms of the Change of Control Offer. Any future purchases will depend on various factors at that time.

Effects of the Change of Control Offer

Unless there is a default on the payment of the Change of Control Payment, the Holders of Notes tendered pursuant to the Change of Control Offer and accepted for payment will no longer be entitled to accrued interest with respect to such tendered Notes after the Change of Control Payment Date. Interest on any Notes that are not tendered pursuant to the Change of Control Offer will continue to accrue interest with respect to such untendered Notes.

Holders of Notes that are not tendered pursuant to the Change of Control Offer will not have the right after the Expiration Time to require the Issuer to make a Change of Control Offer relating to such Notes.

The liquidity of the Notes may be adversely affected by the Change of Control Offer. The liquidity of any market for the Notes will depend on a number of factors, including but not limited to, the number of Holders and the Issuer's operating performance, financial condition or prospects, the market for similar securities, the interest of securities dealers in making a market in the Notes and prevailing interest rates. Accordingly, there is no assurance that an active market in the Notes will exist following consummation of the Change of Control Offer and no assurance as to the prices at which the Notes may trade. See "Risk Factors –There may be a more limited trading market for the Notes following the consummation of the Change of Control Offer."

Expiration Time; Amendments; Termination

The Change of Control Offer will expire on the Expiration Time. This Change of Control Offer is subject to the conditions described herein and in the Indenture. We will not extend the Expiration Time beyond March 29, 2017, the third Business Day preceding the Change of Control Payment Date, unless required by applicable law.

The Issuer expressly reserves the right, subject to the requirements of the Indenture, the Notes and applicable law, to amend the terms of the Change of Control Offer in any respect or to terminate the Change of Control Offer for any reason.

Any termination or amendment of the Change of Control Offer will be followed as promptly as practicable by an announcement thereof. Without limiting the manner in which the Issuer may choose to make an announcement of any termination or amendment of the Change of Control Offer, the Issuer shall have no obligation to publish, advertise or otherwise communicate any such announcement other than by issuing a press release to a national news service.

Acceptance for Payment

Upon the terms and subject to the conditions to the Change of Control Offer (including if the Change of Control Offer is amended, the terms of such amendment) and applicable law, the Issuer will purchase by accepting for payment, and will pay for, all Notes properly tendered (and not properly withdrawn) pursuant to the Change of Control Offer, on the Expiration Time. In all cases, payment to tendering Holders will be made only after timely receipt by the Tender Agent of the documentation described under "Procedures for Tendering Notes—Tendering Notes."

For purposes of the Change of Control Offer, the Issuer shall be deemed to have accepted for payment (and thereby to have purchased) tendered Notes, if and when the Issuer gives written notice to the Tender Agent of the Issuer's acceptance of such Notes for payment. Subject to the terms and conditions of the Change of Control Offer, payment for Notes so accepted will be made by the Issuer to the Paying Agent. Under no circumstances will interest on the Notes be payable by the Issuer on or after the Expiration Time by reason of delay by CEDE & CO in transmitting payment to its direct or indirect participants.

Other Matters

There are no guaranteed delivery provisions provided by the Issuer in conjunction with the Change of Control Offer under the terms of this Change of Control Offer Notice or any of the other documents relating to the Change of Control Offer. Holders must tender their Notes in accordance with the procedures set forth under "Procedures for Tendering Notes."

PROCEDURES FOR TENDERING NOTES

Tendering Notes

If a Holder is unable to complete the procedures for tendering Notes by the Expiration Time because the procedures set forth below by the Expiration Time, such Holder will not be able to tender Notes prior to the Expiration Time, as the Issuer is not offering a guaranteed delivery procedure in connection with the Change of Control Offer.

Holders will not be entitled to receive any consideration for their Notes unless they validly tender their Notes in accordance with the procedures set forth below by the Expiration Time and do not validly withdraw such Notes. Only registered Holders are authorized to tender their Notes for purchase. Holders may tender some or all of their Notes; however, Notes tendered must be in minimum denominations of US\$2,000 and integral multiples of US\$1,000 in excess thereof.

Tender of Notes. The tender by a Holder (and the subsequent acceptance of such tender and delivery by the Issuer) pursuant to one of the procedures set forth below will constitute a binding agreement between the Holder and the Issuer in accordance with the terms and subject to the conditions set forth herein. The procedures by which Notes may be tendered by beneficial owners who are not registered Holders will depend upon the manner in which the Notes are held.

Beneficial owners whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they wish to tender Notes. **Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Change of Control Offer. Accordingly, beneficial owners wishing to participate in the Change of Control Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate.**

Tender of Notes Held Through a Custodian. All Notes are currently held in book-entry form through the facilities of the Depository Trust Issuer (“DTC”). Any beneficial owner whose Notes are registered in the name of a custodian bank, broker, dealer, trust company or other nominee and who wishes to tender Notes should contact the registered Holder promptly and instruct such Holder to tender Notes on such beneficial owner’s behalf. Any beneficial owner of Notes held through DTC or its nominee, through authority granted by DTC, must direct participants through which that beneficial owner’s Notes are held through the DTC to tender Notes on that beneficial owner’s behalf.

Tender of Notes Held Through DTC. To validly tender Notes that are held through DTC, DTC participants must electronically transmit their acceptance through DTC’s Automated Tender Offer Program (“ATOP”). Upon receipt of such Holder’s acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent’s Message to the Tender Agent for its acceptance. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth herein.

The term “*Agent’s Message*” means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation (defined herein), which states that DTC has received an express acknowledgement from the participant in DTC described in that Agent’s Message, stating the principal amount of Notes that have been tendered by such participant in the Change of Control Offer.

Book-Entry Delivery Procedures. The Tender Agent will establish one or more accounts with respect to the Notes at DTC for purposes of the Change of Control Offer as soon as practicable after the date of the Change of Control Offer, and any financial institution that is a participant in DTC may make book-entry delivery of the Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. Delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message in connection with a book-entry transfer. The confirmation of book-entry transfer into the Tender Agent's account at DTC as described above is referred to as a "**Book-Entry Confirmation.**"

Tender of Notes Held Through Euroclear or Clearstream, Luxembourg. To validly tender Notes that are held through Euroclear or Clearstream, Luxembourg, you must arrange for a direct participant in Euroclear or Clearstream, Luxembourg, as the case may be, to deliver the tender of your Notes, which includes Blocking Instructions (defined below), to Euroclear or Clearstream, Luxembourg in accordance with the procedures and deadlines specified by Euroclear and Clearstream, Luxembourg at or prior to the Expiration Time.

"**Blocking Instructions**" means:

- block any attempt to transfer your Notes on or prior to the Change of Control Payment Date;
- debit the Holder's account on the Change of Control Payment Date in respect of all of the tendered Notes upon receipt of an instruction by the Tender Agent; and
- authorization to disclose the name of the direct account holder and information about the foregoing instructions to the Tender Agent.

The tender of Notes, which includes the Blocking Instructions, must be delivered and received by Euroclear or Clearstream, Luxembourg in accordance with the procedures established by them and prior to the deadlines established by each of those clearing systems. Holders are responsible for informing themselves of these deadlines and for arranging the due and timely delivery of Blocking Instructions to Euroclear or Clearstream, Luxembourg.

Backup Withholding. Under United States federal income tax laws, the Issuer may be required to withhold payments made to certain Holders who tender Notes in the Change of Control Offer. See "Certain Material U.S. Federal Income Tax Consequences for U.S. Holders."

Determination of Validity. The Issuer will determine all questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above in its sole discretion (which determination shall be final and binding). The Issuer expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of any Notes determined by the Issuer not to be in proper form or, if the acceptance for purchase of, or payment for, such Notes may, in the opinion of the Issuer's counsel, be unlawful. The Issuer also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any tender of Notes by any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Issuer's interpretation of the terms and conditions of the Change of Control Offer will be final and binding. None of the Issuer, the Tender Agent, Paying Agent or the Trustee or any other person will be under any duty to give notification of any defects or irregularities or will incur any liability for failure to give any such notification. If the Issuer waives its right to reject a defective tender of Notes, the Holder will be entitled to the Change of

Control Offer Payment, plus accrued and unpaid interest to, but not including, the Change of Control Payment Date.

No Guaranteed Delivery. The Issuer is not providing guaranteed delivery procedures in connection with the Change of Control Offer. Holders must timely tender their Notes in accordance with the procedures set forth in this Notice.

The method of delivery of the Notes, includes delivery through the relevant clearing system and in accordance by the procedures established by them, is at the election and risk of the person tendering the Notes, and delivery will be deemed made only when actually received by the Tender Agent.

Unless the Notes being tendered are submitted through the relevant clearing system by the Expiration Time, the Issuer may, at its option, treat such tender as defective. Payment for the Notes will be made only against surrender of validly tendered Notes and delivery of any other required documents.

Withdrawal of Tenders

Notes tendered in the Change of Control Offer may be withdrawn by the Withdrawal Deadline. Any tender made after the Withdrawal Deadline may not be withdrawn unless the Issuer amends the Change of Control Offer to permit such withdrawal or the Issuer is required by law to permit such withdrawal.

Pursuant to Rule 14e-1 under the Securities Exchange Act of 1934, as amended, if the Issuer increases or decreases the Change of Control Payment, then it will extend the Change of Control Offer as required by applicable law, and, if required by applicable law, extend the Withdrawal Deadline or the Expiration Time. In addition, tenders of Notes may be validly withdrawn if the Change of Control Offer is terminated without any Notes being purchased thereunder. If the Change of Control Offer is terminated, Notes tendered will be promptly returned to the tendering Holder to the account maintained at the relevant clearing system from which such Notes were delivered.

In order to withdraw Notes, Holders must submit a notice of withdrawal through ATOP or by submitting a withdrawal notice through the relevant clearing system in the same form in which the tender was made. To be effective, a properly transmitted request via the relevant clearing system must:

- be received by the Tender Agent prior to the Withdrawal Deadline;
- specify the name of the Holder whose offer is to be withdrawn; and
- contain the description of the Notes to be withdrawn, the number of the account at the applicable clearing system from which the Notes were tendered and the aggregate principal amount represented by such Notes.

A withdrawal of a tender of Notes may not be rescinded and any Notes validly withdrawn will not be deemed to be validly tendered for purposes of the Change of Control Offer. Withdrawn Notes may, however, be retendered and redelivered at any time by the Expiration Time.

FORWARD LOOKING STATEMENTS

This Change of Control Offer Notice includes forward-looking statements regarding, among other things, our plans, strategies and prospects, both business and financial. These statements are based on the beliefs and assumptions of our management. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words “believes,” “estimates,” “expects,” “projects,” “forecasts,” “may,” “will,” “should,” “seeks,” “plans,” “scheduled,” “anticipates” or “intends” or similar expressions.

Forward-looking statements are not guarantees of performance. You should not put undue reliance on these statements which speak only as of this date hereof. You should understand that the following important factors, in addition to those discussed in “Risk Factors” and elsewhere in this Change of Control Offer Notice, could affect our future results and could cause those results or other outcomes to differ materially from those expressed or implied in our forward-looking statements:

- our goals and strategies;
- our prospects, business development, growth of our operations, financial condition and results of operations;
- our ability to introduce successful new services and attract new clients;
- the expected demand for information technology (“IT”) and research and development outsourced technology services in our principal target markets of the United States, China and Japan;
- our expectations regarding maintaining and strengthening relationships with our key clients;
- our ability to attract and retain skilled and experienced professionals;
- our ability to pursue, integrate and manage our strategic acquisitions;
- trends in our service offerings mix;
- changes in the IT industry in China, including changes in the policies and regulations of the People’s Republic of China (“PRC”) government governing the IT industry;
- our ability to compete against competitors, such as global providers of outsourced technology services as well as those based in China;
- fluctuations in general economic and business conditions affecting our key client geographies of the United States, Japan, Europe or China;
- our ability to diversify our client base;
- various tax risks associated with our being subject to tax in more than one tax jurisdiction; and
- fluctuations in general economic and business conditions.

These and other factors that could cause actual results to differ from those implied by the forward-looking statements in this Change of Control Offer Notice are more fully described in “Risk Factors” and elsewhere in this Change of Control Offer Notice. The risks described in “Risk Factors” are not exhaustive. Other sections of this Change of Control Offer Notice describe additional factors that could adversely affect our business, financial condition or results of operations. New risk factors emerge from time to time and it is not possible for us to predict all such risk factors, nor can we assess the impact of all such risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the foregoing cautionary statements. We undertake no obligations to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

RISK FACTORS

You should consider carefully the following risk factor, before deciding whether to participate in the Change of Control Offer.

There may be a more limited trading market for the Notes following the consummation of the Change of Control Offer. There is no established trading market for trading in the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Issuer's operating results and the market for similar securities. To the extent such information is available, Holders are urged to obtain current market quotations for the Notes before making any decision with respect to the Change of Control Offer.

To the extent that Notes are tendered and accepted in the Change of Control Offer, such Notes will cease to be outstanding and will be promptly cancelled. As a result, any existing trading market for the remaining Notes may become more limited. A debt security with a smaller outstanding principal amount available for trading, which is referred to as a smaller "float," may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes not purchased in the Change of Control Offer may be adversely affected if the amount of Notes purchased in the Change of Control Offer reduces the float of the Notes. The reduced float may also tend to make the trading price more volatile. Moreover, there can be no assurance that any trading market will exist for the Notes following the Change of Control Offer. The extent of the public market for the Notes, if any, following the completion of the Change of Control Offer, will depend upon the number of Holders remaining at such time, the interest in maintaining a market in the Notes on the part of securities firms and other factors.

CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES FOR U.S. HOLDERS

The following is a summary of certain U.S. federal income tax consequences of the Change of Control Offer, but does not purport to be a complete analysis of all the potential tax considerations. This summary is based upon the Internal Revenue Code of 1986, as amended (the “**Code**”), the Treasury Regulations promulgated or proposed thereunder (the “**Regulations**”) and administrative and judicial interpretations thereof, all as of the date hereof and all of which are subject to change at any time, possibly on a retroactive basis. No assurance can be given that the statements and conclusions described herein will be respected by the Internal Revenue Service (the “**IRS**”) or, if challenged, by a court. This summary is limited to the tax consequences to those persons who hold the Notes as capital assets within the meaning of Section 1221 of the Code. This summary does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular Holders in light of their particular investment circumstances or status, nor does it address specific tax consequences that may be relevant to particular persons (including, for example, financial institutions, broker-dealers, insurance companies, partnerships or other pass-through entities or investors therein, expatriates, tax exempt organizations, persons that have a functional currency other than the U.S. dollar or persons in special situations, such as those who have elected to mark securities to market, those who hold the Notes as part of a straddle, hedge, conversion transaction or other integrated investment). In addition, this summary does not address U.S. federal alternative minimum tax, the Medicare tax on certain investment income, estate and gift tax consequences or consequences under the tax laws of any state, local or foreign jurisdiction or other tax considerations. We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in this summary, and we cannot assure you that the IRS will agree with such statements and conclusions.

This summary is for general information only. Holders are urged to consult their own tax advisors concerning the U.S. federal income tax and other tax consequences to them of the Change of Control Offer, as well as the application of state, local and foreign income and other tax laws.

For purposes of this summary, a “U.S. Holder” means a beneficial owner of a Note that, for U.S. federal income tax purposes, is: (1) an individual who is a citizen or resident of the United States, (2) a corporation organized under the laws of the United States, any state thereof, or the District of Columbia, (3) an estate the income of which is subject to U.S. federal income tax regardless of its source, or (4) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) a valid election to be treated as a U.S. person is in effect with respect to such trust. A “non-U.S. Holder” means a beneficial owner of a Note that is not a U.S. Holder or partner for U.S. federal income tax purposes.

The treatment of a Holder that is a partnership for U.S. federal income tax purposes will generally depend upon the status of its partners and the activities of the partnership. If you are a partner in a partnership which holds the Notes, you should consult your tax advisor about the U.S. tax consequences of the Change of Control Offer.

UNITED STATES HOLDERS

Tender of Notes pursuant to the Change of Control Offer

The purchase of Notes pursuant to the Change of Control Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder that tenders Notes which are purchased in the Change of Control Offer will recognize gain or loss in an amount equal to the difference between the

total consideration received in exchange for such Notes (other than any portion of the consideration that is attributable to accrued but unpaid stated interest, which will be taxable as ordinary interest income to the extent such interest has not been previously included in income) and the U.S. Holder's adjusted tax basis in such Notes. The adjusted tax basis of a U.S. Holder in the Notes is the price such U.S. Holder paid for the Notes, increased by any market discount previously included in gross income and reduced (but not below zero) by any amortized bond premium.

Except to the extent that gain is characterized as ordinary income pursuant to the market discount rules discussed below, any such gain or loss will be a capital gain or loss, and will be a long term capital gain or loss if the Notes have been held for more than one year. Long term capital gains recognized by non corporate holders are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

A U.S. Holder will be treated as having acquired a Note at a market discount for U.S. federal income tax purposes if its stated principal amount exceeded its initial tax basis in the hands of such U.S. Holder by more than a statutorily defined de minimis amount. The amount of any market discount will be treated as de minimis and disregarded if it is less than one quarter of one percent of the stated principal amount of the Note, multiplied by the number of complete years to maturity at the time of such acquisition. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain realized on the sale of a Note having market discount will be treated as ordinary income to the extent of the lesser of (i) the gain recognized or (ii) the portion of the market discount that has accrued (on a straight-line basis or, at the election of the U.S. Holder, on a constant-yield basis) but has not yet been taken into income while such Notes were held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains rules described above.

Treatment of non tendering U.S. Holders

A U.S. Holder that does not tender its Notes pursuant to the Change of Control Offer will not realize gain or loss for U.S. federal income tax purposes as a result of the Change of Control Offer.

BACKUP WITHHOLDING AND INFORMATION REPORTING

U.S. Holders

A U.S. Holder whose Notes are tendered and accepted for payment may be subject to backup withholding tax at the rate of 28% of the gross proceeds from such tender and payment, unless the U.S. Holder (1) is a corporation or other exempt recipient and, when required, establishes this exemption or (2) provides its correct taxpayer identification number on an IRS Form W-9, properly certifies that it is not currently subject to backup withholding tax and otherwise complies with applicable requirements of the backup withholding tax rules. A U.S. Holder that does not provide the Tender Agent with its correct taxpayer identification number may be subject to penalties imposed by the IRS. Backup withholding tax is not an additional tax and may be refunded or credited against the U.S. Holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Information statements reporting the Change of Control Payment may be provided to tendering U.S. Holders and to the IRS. U.S. Holders should consult their own tax advisors regarding their qualifications for an exemption from backup withholding, and the procedure for obtaining such exemption, if applicable.

THE TENDER AGENT

Wilmington Trust, National Association is the Tender Agent for the Change of Control Offer. Inquiries concerning the procedures for tendering Notes may be directed to the Tender Agent at the following address and telephone numbers:

Contact: Lynn M. Steiner
Tel: +1(612) 217-5667
Fax: +1(612) 217-5651
Email: lsteiner@wilmingtontrust.com

All other requests for assistance regarding this Change of Control Offer Notice, and all correspondence in connection with the Change of Control Offer should be directed to the Issuer:

Contact: Crystal Fang Liu
Tel: +86(10) 5987 4971
Fax: +86(10) 5987 5050
Email: crystal.liu@pactera.com

Holders may also contact their custodian bank, broker, dealer, trust company or other nominee, for assistance concerning the Change of Control Offer.

The Issuer will pay the Tender Agent reasonable and customary fees for its services, reimburse it for its reasonable out-of-pocket expenses, including counsel fees, in connection therewith and indemnify it against certain losses, liabilities or expenses arising out of or based upon the Change of Control Offer or the engagement of it as Tender Agent.

MISCELLANEOUS

The Change of Control Offer is being made to all Holders. The Issuer is not aware of any jurisdiction in which the making of the Change of Control Offer is not in compliance with applicable law. If the Issuer becomes aware of any jurisdiction in which the making of the Change of Control Offer would not be in compliance with applicable law, the Issuer will make a good faith effort to comply with any such law. If, after such good faith effort, the Issuer cannot comply with any such law, the Change of Control Offer will not be made to (and tenders of Notes will not be accepted from or on behalf of) Holders residing in such jurisdiction. No person has been authorized to give any information or make any representation on behalf of the Issuer not contained in this Notice and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

Governing Law

This Notice and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of the State of New York.

ISSUER

HNA Ecotech Panorama Cayman Co. Ltd.
(formerly known as BCP (Singapore) VI Cayman Financing Co. Ltd.)
Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue, George Town
Grand Cayman KY1-9005
Cayman Islands

TENDER AGENT AND PAYING AGENT

Wilmington Trust, National Association
Global Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis
MN 55402
United States

TRUSTEE

Wilmington Trust, National Association
Global Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis
MN 55402
United States

This Notice is given by:

HNA Ecotech Panorama Cayman Co. Ltd.
Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue, George Town
Grand Cayman KY1-9005
Cayman Islands

February 2, 2017