EXIT OFFER LETTER DATED 3 DECEMBER 2021

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

If you are in any doubt about this Exit Offer (as defined herein) or the action you should take, you should consult your stockbroker, bank manager, solicitor or other professional adviser immediately. RHT Capital Pte. Ltd. ("**RHTC**") is acting for and on behalf of Harim Holdings Co., Ltd. ("**Offeror**") and does not purport to advise the shareholders ("**Shareholders**") of Pan Ocean Co., Ltd. ("**Company**"). In preparing this letter to Shareholders on behalf of the Offeror, RHTC has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any Shareholder.

If you have sold or transferred all your issued ordinary shares (excluding treasury shares) in the capital of the Company ("**Shares**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward the Hardcopy Notification (as defined herein) and the accompanying Form of Acceptance and Authorisation ("**FAA**") to the purchaser or transferee as arrangements will be made by CDP for a separate Hardcopy Notification and FAA to be sent to the purchaser or transferee. If you have sold or transferred all your Shares which are not deposited with CDP, you should immediately hand the Hardcopy Notification and the accompanying Form of Acceptance and Transfer ("**FAT**") to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer, for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited ("**SGX-ST**") assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Exit Offer Letter.

The Offer Documentation (as defined herein) shall not be construed as, and may not be used for the purpose of, and does not constitute a notice or proposal or advertisement or an offer or invitation or solicitation in any jurisdiction or in any circumstance in which such a notice or proposal or advertisement or an offer or invitation or solicitation is unlawful or not authorised, or to any person to whom it is unlawful to make such a notice or proposal or advertisement or an offer or invitation or solicitation.

CONDITIONAL CASH EXIT OFFER

in connection with

THE PROPOSED VOLUNTARY DELISTING OF PAN OCEAN CO., LTD.
FROM THE OFFICIAL LIST OF THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED

by

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

for and on behalf of

HARIM HOLDINGS CO., LTD.
(Incorporated in the Republic of Korea)
(Company Registration No. 160111-0003931)

to acquire all the Shares (as defined herein) registered on the Singapore Branch Register (as defined herein) up to the maximum number of 206,896 Shares of

PAN OCEAN CO., LTD.
(Incorporated in the Republic of Korea)
(Company Registration No. 110111-0004286)

from the Singapore Registered Shareholders (as defined herein)

IMPORTANT DATE AND TIME:
ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE EXIT OFFER AT 5:30 P.M. (SINGAPORE TIME) OR 6:30 P.M. (KOREA TIME) ON 3 JANUARY 2022, OR SUCH LATER DATE(S) AND TIME(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR, BEING THE LAST DATE AND TIME FOR THE LODGEMENT OF ACCEPTANCES OF THE EXIT OFFER (THE "CLOSING DATE").

The procedures for acceptance are set out in **Appendix II** of this Exit Offer Letter and in the accompanying FAA and/or FAT.

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The following definitions apply throughout this Exit Offer Letter unless otherwise stated:

"**Acceptance Form**"	:	The FAA and the FAT collectively or any one of them, as the case may be
"**Business Day**"	:	A day (other than Saturday, Sunday or a public holiday) on which banks are open for business in Singapore and Seoul, Korea
"**CDP**"	:	The Central Depository (Pte) Limited
"**Closing Date**"	:	The closing date and time of the Exit Offer, as more particularly described in paragraph 1.2 of this Exit Offer Letter
"**Code**"	:	The Singapore Code on Take-overs and Mergers, as amended, supplemented or modified from time to time
"**Companies Act**"	:	The Companies Act, Chapter 50 of Singapore
"**Company**"	:	Pan Ocean Co., Ltd.
"**Company Securities**"	:	Has the meaning ascribed to it in paragraph 10.2 of this Exit Offer Letter
"**Concert Parties**"	:	The parties acting or deemed to be acting in concert with the Offeror in connection with the Exit Offer
"**Convertible Securities**"	:	Securities convertible or exchangeable into new shares or existing shares of the Company
"**Delisting**"	:	The proposed voluntary delisting of the issued Shares in the capital of the Company from the Official List of the SGX-ST pursuant to Rules 1307 and 1309 of the Listing Manual
"**Delisting Circular**"	:	The circular to Shareholders dated 3 December 2021 issued by the Company in conjunction with the Delisting
"**Delisting Resolution**"	:	Has the meaning ascribed to it in paragraph 2.1 of this Exit Offer Letter
"**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
"**Directors**"	:	The directors of the Company
"**EGM**"	:	As extracted from the Delisting Circular, the extraordinary general meeting of the Company to be held on 20 December 2021 at 10:00 a.m. (Singapore time) or 11:00 a.m. (Korea time)
"**Encumbrances**"	:	Has the meaning ascribed to it in paragraph 3.3 of this Exit Offer Letter

"**Exit Offer**"	:	The conditional cash exit offer made by RHTC, for and on behalf of the Offeror, for all the Shares which are registered on the Singapore Branch Register, up to the Maximum Quantity, from the Singapore Registered Shareholders on the terms and subject to the conditions set out in the Exit Offer Letter and the Acceptance Forms, as such offer may be amended, extended or revised from time to time by or on behalf of the Offeror
"**Exit Offer Letter**"	:	This letter dated 3 December 2021 issued by RHTC, for and on behalf of the Offeror, and any other document which may be issued for and on behalf of the Offeror, to amend, revise, supplement or update this letter from time to time
"**Exit Offer Price**"	:	The offer price for each Offer Share as specified in paragraph 3.2 of this Exit Offer Letter
"**FAA**"	:	Form of Acceptance and Authorisation, applicable to Shareholders whose Offer Shares are deposited with CDP, which forms part of this Exit Offer Letter
"**FAT**"	:	Form of Acceptance and Transfer, applicable to Shareholders whose Offer Shares are registered in their own name in the Singapore Branch Register, which forms part of this Exit Offer Letter
"**FY**"	:	Financial year ended 31 December
"**Hardcopy Notification**"	:	Has the meaning ascribed to it in paragraph 1.3 of this Exit Offer Letter
"**Independent Directors**"	:	As extracted from the Delisting Circular, the Directors who are considered to be independent for the purposes of making the recommendation to Shareholders in relation to the Delisting and the Exit Offer, namely, Joong Ho Ahn, Hak Soo Jeong, Kwang Soo Oh, Seung Hwan Choi and Christopher Anand Daniel
"**Joint Announcement**"	:	The joint announcement made by the Offeror and the Company in connection with the Delisting and the Exit Offer on the Joint Announcement Date
"**Joint Announcement Date**"	:	14 June 2021, being the date of the Joint Announcement
"**Korea**"	:	The Republic of Korea
"**Korea Register**"	:	The Company's principal register of Shareholders in Korea, which shall be updated from time to time upon receipt of particulars and shall include information of shareholder's address and name, class and number of shares provided by the Korea Securities Depository in accordance with Article 37 of the Act on Electronic Registration of Stocks, Bonds, etc. of Korea
"**Korea Registered Shareholders**"	:	Registered holders of the Shares reflected on the Korea Register
"**KRX**"	:	Korea Exchange
"**Latest Practicable Date**"	:	22 November 2021, being the latest practicable date prior to the electronic dissemination of this Exit Offer Letter

"**Listing Manual**"	:	The Listing Manual of the SGX-ST
"**Market Day**"	:	A day on which the SGX-ST is open for the trading of securities
"**Maximum Quantity**"	:	Has the meaning ascribed to it in paragraph 1.1 of this Exit Offer Letter
"**Offer Documentation**"	:	Has the meaning ascribed to it in paragraph 11.1 of this Exit Offer Letter
"**Offer Shares**"	:	Has the meaning ascribed to it in paragraph 3.1 of this Exit Offer Letter
"**Offeror**"	:	Harim Holdings Co., Ltd.
"**Offeror Concert Party Group**"	:	The Offeror and the Concert Parties
"**Offeror Directors**"	:	The directors of the Offeror
"**Offeror Group**"	:	The Offeror and its subsidiaries
"**Official List**"	:	The list of issuers maintained by the SGX-ST in relation to the SGX Main Board or Catalist
"**Options**"	:	Options to subscribe for or purchase new shares or existing shares of the Company
"**Overseas Person**"	:	Has the meaning ascribed to it in paragraph 11.1 of this Exit Offer Letter
"**Relevant Period**"	:	Has the meaning ascribed to it in paragraph 10.2 of this Exit Offer Letter
"**RHTC**"	:	RHT Capital Pte. Ltd., the financial adviser to the Offeror for the Delisting and the Exit Offer
"**Scale-Back**"	:	Has the meaning ascribed to it in paragraph 3.5 of this Exit Offer Letter
"**Securities Account**"	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account
"**SFA**"	:	The Securities and Futures Act, Chapter 289 of Singapore
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shareholders**"	:	Korea Registered Shareholders and Singapore Registered Shareholders
"**Shareholders' Approval**"	:	Has the meaning ascribed to it in paragraph 2.1 of this Exit Offer Letter
"**Shares**"	:	All the issued ordinary shares (excluding treasury shares) in the capital of the Company
"**Singapore Branch Register**"	:	The Company's branch register of Shareholders in Singapore

"**Singapore Registered Shareholders**"	:	Registered holders of the Shares reflected on the Singapore Branch Register, except that where the registered holder is CDP, the term "**Singapore Registered Shareholders**" shall, where the context admits, mean the Depositors who have Shares entered against their names in the Depository Register
"**Singapore Share Registrar**"	:	Boardroom Corporate & Advisory Services Pte. Ltd.
"**SRS**"	:	The Supplementary Retirement Scheme
"**SRS Investors**"	:	Investors who purchase Shares pursuant to SRS
"**SRS Operators**"	:	The relevant approved financial institutions in which the SRS Investors hold their SRS accounts
"**Warrants**"	:	The right to subscribe for or purchase new shares or existing shares of the Company
"**S$**" and "**cents**"	:	Singapore dollars and cents, respectively
"**₩**"	:	Korean won, the lawful currency of Korea
"**9M2021**"	:	Nine months ended 30 September 2021

Acting in Concert and Associates. The expressions "**acting in concert**" and "**associates**" shall have the meanings ascribed to them respectively in the Code.

Announcements and Notices. 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 RHTC 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.

Depositors. The expressions "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 81SF of the SFA.

Expressions. Words importing the singular shall, where applicable, include the plural and vice versa and words indicating a specific gender shall, where applicable, include the other genders (male, female or neuter). References to persons shall, where applicable, include corporations.

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

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

Shareholders. References to "**you**", "**your**" and "**yours**" in this Exit Offer Letter are, as the context so determines, to Shareholders.

Statutes. Any reference in this Exit Offer Letter to any enactment or statutory provision shall include a reference to any subordinate legislation and to any regulation made under the relevant enactment or statutory provision and is a reference to that enactment or statutory provision as for the time being amended, modified, supplemented or re-enacted. Any word defined under the Companies Act, the Code, the SFA or any modification thereof and not otherwise defined in this Exit Offer Letter shall, where applicable, have the meaning ascribed to that word under the Companies Act, the Code, the SFA or that modification, as the case may be, unless the context otherwise requires.

Subsidiary, Wholly Owned Subsidiary and Related Corporation. The expressions "**subsidiary**", "**wholly owned subsidiary**" and "**related corporation**" shall have the meanings ascribed to them respectively in Sections 5, 5B and 6 of the Companies Act.

Time and date. Any reference to a time of day and date in this Exit Offer Letter shall be a reference to Singapore time and date respectively, unless otherwise stated.

Total Number of Shares and Percentage of Shares. In this Exit Offer Letter, the total number of Shares as at the Latest Practicable Date is 534,569,512. Unless otherwise specified, all references to a percentage shareholding in the capital of the Company in this Exit Offer Letter are based on 534,569,512 Shares as at the Latest Practicable Date.

CAUTIONARY NOTE ON 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 Offeror nor RHTC undertakes any obligation to update publicly or revise any forward-looking statements.

INDICATIVE TIMETABLE

The following are the indicative dates and times for the Exit Offer:

Date of electronic dissemination of this Exit Offer Letter and the Delisting Circular	:	3 December 2021
Last date and time for lodgement of proxy forms for the EGM[(1)]	:	18 December 2021 at 10:00 a.m. (Singapore time) or 11:00 a.m. (Korea time)
Date and time of the EGM	:	20 December 2021 at 10:00 a.m. (Singapore time) or 11:00 a.m. (Korea time)
The Company's announcement of the results of the EGM and whether the Delisting Resolution has been passed at the EGM	:	20 December 2021
Expected Closing Date and time	:	3 January 2022 at 5:30 p.m. (Singapore time) or 6:30 p.m. (Korea time), being the last date and time for the lodgement of acceptances of the Exit Offer
Expected date of the payment of the Exit Offer Price in respect of valid acceptances of the Exit Offer	:	No later than 12 January 2022, being the seventh (7^{th}) Business Day from the Closing Date

An announcement will be made by or on behalf of the Offeror when the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms.

Shareholders should note that, save for the last date and time for lodgement of proxy forms for the EGM, and the date and time of the EGM, the above timetable is indicative only and may be subject to change. For events listed above which are described as "expected", please refer to future announcement(s) by or on behalf of the Company and/or the Offeror via SGXNET for the exact dates and times of such events.

Note:

(1) The instrument appointing a proxy must be deposited at the registered office of the Company at Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea, not less than 48 hours before the time fixed for the EGM.

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

3 December 2021

To: **The Shareholders of Pan Ocean Co., Ltd.**

Dear Sir/Madam

PROPOSED VOLUNTARY DELISTING OF PAN OCEAN CO., LTD. – EXIT OFFER LETTER

1 INTRODUCTION

1.1 Background

On the Joint Announcement Date, the Offeror and the Company announced the proposed voluntary delisting of the Shares from the Official List of the SGX-ST pursuant to Rules 1307 and 1309 of the Listing Manual. In connection with the Delisting, RHTC intends to make, for and on behalf of the Offeror, the Exit Offer for all the Shares which are registered on the Singapore Branch Register, up to 206,896 Shares (the "**Maximum Quantity**"), from the Singapore Registered Shareholders who hold such Shares.

A copy of the Joint Announcement is available on the website of the SGX-ST at www.sgx.com.

1.2 Important Dates

The Company is convening the EGM on 20 December 2021 to seek the Shareholders' Approval (as defined below).

If the Shareholders' Approval is obtained at the EGM, the last date and time for the lodgement of acceptances of the Exit Offer (the "**Closing Date**"), will be **5:30 p.m. (Singapore time) or 6:30 p.m. (Korea time) on 3 January 2022** or such later date(s) and time(s) as may be announced by or on behalf of the Offeror.

If the Shareholders' Approval is not obtained at the EGM, the Exit Offer will lapse and all acceptances of the Exit Offer will be returned.

1.3 Exit Offer Letter and the Delisting Circular

This Exit Offer Letter and the Acceptance Forms set out the terms and conditions of the Exit Offer.

In connection with the electronic dissemination of this Exit Offer Letter, Shareholders should receive a hardcopy notification containing instructions on how to access an electronic copy of this Exit Offer Letter on the website of the SGX-ST at www.sgx.com ("**Hardcopy Notification**"), together with the hardcopy Acceptance Forms.

The Delisting Circular sets out, *inter alia*, (a) the opinion and advice of Novus Corporate Finance Pte. Ltd., the independent financial adviser appointed by the Company pursuant to Rule 1309(2) of the Listing Manual, and (b) the recommendation of the Independent Directors to Shareholders on the Delisting and the Exit Offer. Please read this Exit Offer Letter and the Delisting Circular carefully in their entirety before taking any action in relation to the Exit Offer.

2 LISTING MANUAL RULES 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:

(a) the Company convenes an EGM to obtain Shareholders' approval for the Delisting; and

(b) the resolution to approve the Delisting (the "**Delisting Resolution**") has been approved by a majority of at least 75% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) held by the Shareholders present and voting, on a poll, either in person or by proxy at the meeting. The Offeror Concert Party Group must abstain from voting on the resolution,

(collectively, the "**Shareholders' Approval**").

2.2 In addition, under Rule 1309 of the Listing Manual, if the Company is seeking to delist from the SGX-ST:

(a) an exit offer must be made to the Company's shareholders and holders of any other classes of listed securities to be delisted. The exit offer must:

(i) be fair and reasonable; and

(ii) include a cash alternative as the default alternative; and

(b) the Company must appoint an independent financial adviser to advise on the Exit Offer and the independent financial adviser must opine that the Exit Offer is fair and reasonable.

2.3 The attention of the Shareholders is drawn to the following extracts from paragraphs 2.2 and 2.3 of the Delisting Circular. All terms and expressions used in the extract below shall bear the same meanings as attributed to them in the Delisting Circular.

2.2 Consultation with the SGX-ST.

(a) ***Proposed Exit Offer.*** *The Company had, on 22 January 2021, consulted SGX-ST on whether it has any objections to the Exit Offer being extended on the basis that the aggregate offer price to be paid by the Offeror be subject to a maximum amount, based on the following grounds:*

(i) the Company intends to only delist from the SGX-ST and maintain its listing on the KRX;

(ii) the Company had concerns that the Korea Registered Shareholders may transfer their Shares to the Singapore Branch Register solely in order to be eligible to accept the Exit Offer and take advantage of any arbitrage; and

(iii) to limit any potentially unreasonable financial burden on the Offeror, it was proposed that the Exit Offer be extended on the basis that the aggregate offer price to be paid by the Offeror be subject to a maximum amount. The Offeror will make the Exit Offer to acquire a specified maximum number of Offer Shares which will be determined by taking such maximum amount (being the amount which the Offeror has set aside to satisfy the Exit Offer), divided by the final offer price. In the event the Offeror receives acceptances in respect of such number of Offer Shares that exceeds such specified

maximum number of Offer Shares offered, the Offeror will proceed with the Exit Offer but will scale-back on the number of acceptances on a pro rata basis.

(b) ***SGX-ST's Confirmation.*** *The SGX-ST had, on 10 May 2021, informed the Company that based on the submissions and representations to the SGX-ST, the SGX-ST had no objection to the Company's proposal to extend the Exit Offer on a conditional basis, whereby the aggregate offer price to be paid by the Offeror in consideration of all of the Offer Shares tendered in acceptance of the Exit Offer as at the close of the acceptance period, does not exceed a maximum amount, and to scale-back on the number of acceptances on a pro rata basis if the number of Offer Shares tendered in acceptance of the Exit Offer exceeds the specified maximum number of Offer Shares offered, subject to the following:*

(i) *the Company's compliance with the listing requirements under the SGX-ST;*

(ii) *Shareholders' approval for the proposed Delisting having been obtained; and*

(iii) *in the event that the number of Offer Shares tendered in acceptance of the Exit Offer exceeds the specified maximum number of Offer Shares offered and the Offeror has to scale-back on the number of acceptances on a pro rata basis, the Company to: (A) absorb all the costs for the transfer of Shares back to the KRX; (B) appoint a designated broker in Singapore to assist in the transfer of remaining Shares back to the KRX; and (C) provide a minimum of three (3) months' notice to Shareholders prior to the Delisting.*

2.3 Application to the SGX-ST

(a) ***Proposed Delisting and Rule 1309(1) Waiver.*** *The Company had, on 18 June 2021, made an application to the SGX-ST to seek approval for:*

(i) *the Delisting; and*

(ii) *a waiver from compliance with Rule 1309(1) of the Listing Manual, in the event the aggregate number of Offer Shares tendered by the Singapore Registered Shareholders in acceptance of the Exit Offer exceeds the Maximum Quantity of Offer Shares such that the Scale-Back (as defined below) applies (the "Rule 1309(1) Waiver").*

(b) ***Reasons for the Rule 1309(1) Waiver.*** *The Rule 1309(1) Waiver was sought for the following reasons:*

(i) *under the terms of the Exit Offer, the Offeror will only acquire the Offer Shares which are registered on the Singapore Branch Register up to the Maximum Quantity. In the event the aggregate number of Offer Shares tendered by the Singapore Registered Shareholders in acceptance of the Exit Offer exceeds the Maximum Quantity, the Offer Shares tendered by the Singapore Registered Shareholders will be accepted on a pro rata basis, up to the Maximum Quantity (but in a manner which disregards any fraction of a Share); and*

(ii) *in such an event where the Scale-Back applies, the Company would not be able to fully comply with the requirements under Rule 1309(1) of the Listing Manual as the Scale-Back will result in the Exit Offer not being made to the Singapore Registered Shareholders in respect*

of all of their Shares registered on the Singapore Branch Register which are to be delisted.

In view of the foregoing, the Company has sought SGX-ST's approval for the Rule 1309(1) Waiver.

(c) ***SGX-ST's Approval.*** *The SGX-ST had, on 18 October 2021, informed the Company that based on the submissions and representations to the SGX-ST, the SGX-ST had no objection to:*

(i) the Company's application for the Rule 1309(1) Waiver; and

(ii) the Delisting, subject to the following:

(A) the Company announcing the Rule 1309(1) Waiver granted, the reasons for seeking the Rule 1309(1) Waiver, the conditions as required under Rule 107 of the Listing Manual and if the Rule 1309(1) Waiver conditions have been satisfied;

(B) the Company's compliance with the listing requirements under the SGX-ST;

(C) Shareholders' approval for the Delisting having been obtained;

(D) in the event that the number of Offer Shares tendered in acceptance of the Exit Offer exceeds the specified maximum number of Offer Shares offered and the Offeror has to scale-back on the number of acceptances on a pro rata basis, the Company to: (A) absorb all the costs for the transfer of Shares back to the KRX; (B) appoint a designated broker in Singapore to assist in the transfer of remaining Shares back to the KRX; and (C) provide a minimum of three (3) months' notice to the Shareholders prior to the Delisting;

(E) notice to Shareholders (the "Notice") to be sent and mailed to the Shareholders at least three (3) months before the date of the Delisting; and

(F) clear disclosure to be provided in the Notice on the actions required by the Shareholders including any costs to be incurred by them for the transition.

Please note that the SGX-ST's decision is not to be taken as an indication of the merits of the Delisting.

2.4 The Company's Shares are primary listed on the KRX. The Code does not apply to the Company as its listing on the SGX-ST is a secondary listing.

3 THE EXIT OFFER

3.1 RHTC, for and on behalf of the Offeror, hereby makes the Exit Offer to acquire all the Shares registered on the Singapore Branch Register up to the Maximum Quantity of 206,896 Shares (the "**Offer Shares**") from the Singapore Registered Shareholders who hold such Offer Shares, on the terms and subject to the conditions set out in this Exit Offer Letter.

As at the Latest Practicable Date, 170,597 Shares (representing approximately 0.03% of the total number of issued Shares) are registered on the Singapore Branch Register and held by Singapore Registered Shareholders.

For the avoidance of doubt, the Exit Offer will not be extended to those Shares which are registered on the Korea Register and the Korea Registered Shareholders who hold such Shares.

3.2 **Exit Offer Price**

The offer price for each Offer Share will be S$8.70 in cash (the "**Exit Offer Price**"). Subject to the Maximum Quantity, the Exit Offer Price shall be applicable to Offer Shares that are tendered in acceptance of the Exit Offer.

3.3 **No Encumbrances**

The Offer Shares will be acquired fully paid and free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever ("**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, return of capital, and other distributions, if any, which may be announced, declared, paid or made thereon by the Company on or after the Joint Announcement Date).

3.4 **Conditions**

The Delisting and the Exit Offer are conditional on Shareholders' Approval being obtained.

For the avoidance of doubt, there will not be any revision to the Exit Offer Price, and the Delisting and the Exit Offer are not, conditional upon a minimum number of acceptances being received by the Offeror.

Yulchon LLC, as counsel to the Company as to Korean laws, has confirmed to the Company that the Delisting and Exit Offer do not contravene any Korean laws and regulations.

3.5 **Meeting of Acceptances by the Offeror**

Under the terms of the Exit Offer, the Offeror will only acquire the Shares which are registered on the Singapore Branch Register up to the Maximum Quantity. In the event the aggregate number of Shares tendered by the Singapore Registered Shareholders in acceptance of the Exit Offer exceeds the Maximum Quantity, the Offer Shares tendered by the Singapore Registered Shareholders will be accepted on a *pro-rata* basis, up to the Maximum Quantity (the "**Scale-Back**") (but in a manner which disregards any fraction of a Share). If the Scale-Back applies, the number of Shares tendered by each Singapore Registered Shareholder in acceptance of the Exit Offer which will be accepted by the Offeror, will be calculated based on the following formula:

$$A \times \frac{B}{C}$$

Where:

(i) '**A**' is the number of Shares tendered by a Singapore Registered Shareholder in acceptance of the Exit Offer;

(ii) '**B**' is the Maximum Quantity; and

(iii) '**C**' is the total number of Shares tendered in acceptance of the Exit Offer.

Singapore Registered Shareholders who continue to hold any Shares following the Closing Date can elect to have their Shares transferred to the Korea Register to trade on the KRX. Further details of the relevant procedures are set out in the Delisting Circular.

3.6 **Warranty**

Acceptance of the Exit Offer by a Singapore Registered Shareholder will be deemed to constitute an unconditional and irrevocable warranty by that Singapore Registered Shareholder that each Share in respect of which the Exit Offer is accepted is sold by him, or on behalf of the beneficial owner(s) thereof, as 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, return of capital and other distributions, if any, which may be announced, declared, paid or made thereon by the Company on or after the Joint Announcement Date).

3.7 **Additional Details of the Exit Offer**

Appendix I of this Exit Offer Letter sets out details of the duration of the Exit Offer and the settlement of the consideration for the Exit Offer.

3.8 **Procedures for Acceptance**

Paragraph 9 and **Appendix II** of this Exit Offer Letter set out the procedures for acceptance of the Exit Offer.

All acceptances of the Exit Offer shall be irrevocable.

4 INFORMATION ON THE OFFEROR

4.1 The Offeror was established in the Republic of Korea on 1 April 1950 and is an investment holding company.

4.2 The Offeror, together with its subsidiaries, conducts the business of manufacturing and selling livestock feed. The Offeror's shares were listed on the Korean Securities Dealers Automated Quotations on 30 June 2017.

4.3 As at the Latest Practicable Date, the Offeror Directors are as follows:

(a) Hong Kuk Kim (Chairman and Chief Executive Officer);

(b) Hak Rim Lee (Executive Director);

(c) Kyung Min Mun (Executive Director);

(d) Jeom Ju Kwon (Independent Director);

(e) Jeong Ho Kim (Independent Director);

(f) Seon Tae Jeong (Independent Director); and

(g) Seung Yong Yoon (Independent Director).

4.4 As at the Latest Practicable Date, the shareholding structure of the Offeror is as follows:

	Number of shares in the Offeror[(1)]	**Percentage of total shares in the Offeror (%)[(1)]**
Hong Kuk Kim	21,189,308	28.06
Orpum Co., Ltd.[(2)]	4,026,743	5.33
Korea Investment Co., Ltd.[(2)]	18,696,300	24.76

	Number of shares in the Offeror[1]	Percentage of total shares in the Offeror (%)[1]
Kyung u Co., Ltd.[3]	454,050	0.60
Agricultural corporation, Inc. iksan[3]	265,150	0.35
Minority related shareholders[4]	2,925,368	3.87
Minority public shareholders[5]	27,952,784	37.02
Total:	**75,509,703**	**100.00[6]**

Notes:

(1) This excludes the 16,832,117 treasury shares in the Offeror, which do not have any voting rights.

(2) Orpum Co., Ltd. is wholly owned by Mr. Jun Young Kim, the son of Mr. Hong Kuk Kim. Korea Investment Co., Ltd. is a wholly-owned subsidiary of Orpum Co., Ltd..

(3) Each of Mr. Hong Kuk Kim and Orpum Co., Ltd. has a 80.0% and 20.0% interest, respectively, in Kyung u Co., Ltd.. Each of Mr. Hong Kuk Kim and Mr. Jun Young Kim, the son of Mr. Hong Kuk Kim, has a 87.7% and 12.3% interest, respectively, in Agricultural corporation, Inc. iksan (excluding the non-voting shares which it holds in itself).

(4) The minority related shareholders comprise 11 executive officers who are directors and/or officers of subsidiaries, or shareholders of the Offeror, and three relatives of Mr. Hong Kuk Kim. In particular, this includes 721 shares held by Mr. Se Gi Cheon, a director of the Company, 15,950 shares held by Mr. Gi Jun Kim, a cousin of Mr. Hong Kuk Kim, 5,000 shares held by Mr. Jin Wook Song, the spouse of Mr. Hong Kuk Kim's niece, and 105 shares held by Ms. Jeong Won Seo, a cousin of Mr. Hong Kuk Kim.

(5) Each of the other minority public shareholders holds less than 5.0% of the issued share capital of the Offeror.

(6) This does not tally due to rounding.

4.5 As at the Latest Practicable Date, the Offeror has an interest in 292,400,000 Shares, representing approximately 54.70% of the issued share capital of the Company. Mr. Hong Kuk Kim is deemed interested in 54.70% of the issued share capital of the Company through his interest in the Offeror. Mr. Jun Young Kim, the son of Mr. Hong Kuk Kim, is deemed interested in 54.70% of the issued share capital of the Company through his interests in the Offeror which are held through Orpum Co., Ltd. and Korea Investment Co., Ltd.. Each of Orpum Co., Ltd. and Korea Investment Co., Ltd. are also deemed interested in 54.70% of the issued share capital of the Company through their respective interests in the Offeror.

4.6 Additional information on the Offeror has been furnished in **Appendix III** of this Exit Offer Letter.

5 INFORMATION ON THE COMPANY

5.1 The Company is a corporation with limited liability and was incorporated in the Republic of Korea on 28 May 1966. The Company's Shares are primary listed on the KRX and secondary listed on the Mainboard of the SGX-ST.

5.2 The Company is a global shipping and logistics enterprise headquartered in Seoul, Korea, and is in the business of providing marine transportation services (including bulk carrier services) and other high value added ship services, including container ships, tankers, LNG carriers and heavy lifter vessels.

5.3 Additional information on the Company is set out in **Appendix V** of this Exit Offer Letter.

6 RATIONALE FOR DELISTING AND EXIT OFFER AND INTENTION OF THE COMPANY TO MAINTAIN THE PRIMARY LISTING ON THE KRX

6.1 Compliance Costs of Maintaining Secondary Listing on the SGX-ST

In maintaining the Company's dual listing status, the Company incurs various compliance and associated costs. The Delisting, if approved, will allow the Company to focus its resources on its business operations. KRX is also geographically more aligned with the Company's business operations and core business competencies (which are based in the Republic of Korea).

6.2 Low Trading Liquidity

As at the Latest Practicable Date, 534,398,915 Shares (representing approximately 99.97% of the total number of issued Shares) are trading on the KRX, and 170,597 Shares (representing approximately 0.03% of the total number of issued Shares) are trading on the SGX-ST.

The trading liquidity of the Shares on the SGX-ST in the past 12 months prior to and including the Last Trading Day (as defined below) has been generally thin. The average daily trading volume of the Shares trading on the SGX-ST for the one-month, three-month, six-month and 12-month periods prior to and including 10 May 2021, being the last full Market Day on which the Shares were transacted prior to the Joint Announcement Date (the "**Last Trading Day**") are set out below:

Period prior to and including the Last Trading Day	Average Daily Trading Volume[(1)]
Last one (1) month	86
Last three (3) months	126
Last six (6) months	150
Last twelve (12) months	81

Source: Bloomberg L.P.

Note:

(1) The average daily trading volume is computed based on the total trading volume of the Shares for all Market Days for the relevant periods immediately prior to and including the Last Trading Day, divided by the total number of Market Days during the respective periods.

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

6.3 Opportunity to Realise Investments at a Premium

The Exit Offer Price represents a premium over the historical market prices of the Shares trading on the SGX-ST:

Description	Benchmark Price (S$)[(1)]	Premium of Exit Offer Price over Benchmark Price (%)
Last transacted price per Share on the SGX-ST on 10 May 2021, being the Last Trading Day	8.000	8.75

Description	Benchmark Price (S$)[1]	Premium of Exit Offer Price over Benchmark Price (%)
Volume weighted average transacted price ("**VWAP**") for the one (1) month period prior to and including the Last Trading Day[2]	6.653	30.77
VWAP for the three (3) month period prior to and including the Last Trading Day	5.670	53.44
VWAP for the six (6) month period prior to and including the Last Trading Day	5.194	67.50
VWAP for the twelve (12) month period prior to and including the Last Trading Day	5.086	71.06

Source: Bloomberg L.P.

Notes:

(1) Rounded to the nearest three decimal places.

(2) VWAP for the respective periods is calculated based on the total value of the Shares transacted divided by the volume of the Shares transacted, as extracted from Bloomberg L.P.

Through the Delisting, the accepting Singapore Registered Shareholders will have an opportunity to realise their investments in the Company for a cash consideration at a premium over the market prices of the Shares traded on the SGX-ST up to and including the Last Trading Day, an option which may not otherwise be readily available due to the low trading liquidity of the Shares trading on the SGX-ST, without incurring brokerage and other trading costs.

6.4 No Need for Access to Capital Markets

In the last five years, the Company has not carried out any exercise to raise cash funding on the SGX-ST. The Company is unlikely to require access to Singapore capital markets to finance its operations in the foreseeable future. Accordingly, it is no longer necessary for the Company to maintain its secondary listing on the SGX-ST.

6.5 Intention of the Company to Maintain the Primary Listing on the KRX

Following the completion of the Delisting, the Company intends to maintain its primary listing on the KRX. Shareholders should therefore note that the Delisting is **not** a privatisation exercise (and will not result in any right of compulsory acquisition or squeeze-out of any minority Shareholders), and the Shares will continue to be listed on the KRX.

Singapore Registered Shareholders who currently trade their Shares on the SGX-ST and who wish to trade their Shares on the KRX subsequent to the completion of the Delisting can elect to have their Shares transferred to the Korea Register to trade on the KRX. Further details of the relevant procedures are set out in the Delisting Circular.

Singapore Registered Shareholders who do not take any action to accept the Exit Offer or to transfer their Shares to the Korea Register to trade their Shares on KRX will hold unlisted Shares following the completion of the Delisting.

7 FINANCIAL EVALUATION OF THE EXIT OFFER

7.1 Closing Prices

The closing prices of the Shares on the SGX-ST on (a) 12 November 2021 (being the last full Market Day on which there were trades in the Shares on the SGX-ST prior to the Latest Practicable Date) was S$8.00; (b) 10 May 2021 (being the Last Trading Day prior to the Joint

Announcement Date) was S$8.00; and (c) at the end of each of the six calendar months preceding the Joint Announcement Date are set out below:

Date	Closing Price (S$)
31 December 2020	4.29
31 January 2021	4.89
28 February 2021	4.89
31 March 2021	5.50
30 April 2021	8.00
31 May 2021	8.00

Source: Bloomberg L.P.

7.2 **Highest and Lowest Closing Prices**

During the period commencing six months preceding the Joint Announcement Date and ending on the Latest Practicable Date, the highest closing price of the Shares on SGX-ST was S$8.20, which was transacted on 29 June 2021, and the lowest closing price of the Shares on SGX-ST was S$4.29, which was transacted on 15 December 2020.

7.3 The Offeror is launching this Exit Offer at a premium over the historical market prices of the Shares trading on the SGX-ST, as detailed in paragraph 6.3 of this Exit Offer Letter. Having considered paragraphs 6 and 7 of this Exit Offer Letter, the Offeror believes the Exit Offer Price represents a good opportunity for Singapore Registered Shareholders to cash out at a premium.

8 CONFIRMATION OF FINANCIAL RESOURCES

8.1 RHTC, the financial adviser to the Offeror for the Delisting and the Exit Offer, has confirmed that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Exit Offer in respect of the Offer Shares.

9 ACTION TO BE TAKEN BY SINGAPORE REGISTERED SHAREHOLDERS

9.1 If you hold Offer Shares that are deposited with CDP, you should receive an FAA for Offer Shares together with the Hardcopy Notification. If you have not received the FAA and the Hardcopy Notification, you may contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or by emailing CDP at *asksgx@sgx.com* for instructions on how to obtain a copy of such documents.

9.2 If you hold Offer Shares that are represented by share certificate(s) and are not deposited with CDP, you should receive an FAT together with the Hardcopy Notification. If you have not received an FAT and the Hardcopy Notification, you may obtain a copy of the FAT and the Hardcopy Notification from the Offeror c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, upon production of satisfactory evidence that you are a Shareholder.

9.3 The Exit Offer may only be accepted by the Singapore Registered Shareholders to whom this Exit Offer Letter is addressed. Singapore Registered Shareholders may choose to accept the Exit Offer before the EGM. However, such acceptance is conditional upon the conditions of Delisting being satisfied.

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 II** of this Exit Offer Letter for your information.

9.5 If you decide not to accept the Exit Offer and the Company is delisted from the Official List of the SGX-ST you will have to take steps, as set out in the Delisting Circular, to transfer your Shares to the Korea Register should you wish to continue to trade your Shares on the KRX. **In the event any Shares are not transferred to the Korea Register, you will hold unlisted Shares following the completion of the Delisting and the Company will arrange for the physical share certificates to be issued and sent to your mailing address as maintained by CDP, by ordinary post and at your own risk.**

10 DISCLOSURE OF HOLDINGS AND DEALINGS IN SHARES

10.1 As at the Latest Practicable Date, the Offeror Concert Party Group collectively owns 292,400,000 Shares, representing approximately 54.70% of the total number of issued Shares. Please see **Appendix VI** of this Exit Offer Letter for further details.

On 31 March 2021, Ecocapital Co., Ltd., a wholly-owned subsidiary of Orpum Co., Ltd., sold 580,000 Shares of the Company at ₩6,205 per share (approximately S$7.37 per Share).

10.2 **Holdings and Dealings in Shares**

(a) **The Offeror and its Concert Parties.** Based on the latest information available to the Offeror as at the Latest Practicable Date, and save as disclosed in paragraphs 4.5 and 10.1 and **Appendix VI** of this Exit Offer Letter, none of the Offeror and its Concert Parties:

(i) owns, controls, or has agreed to acquire any (A) Shares, (B) securities which carry voting rights in the Company, or (C) Convertible Securities, Warrants, Options or Derivatives in respect of such Shares or securities which carry voting rights in the Company (collectively, the "**Company Securities**"); or

(ii) has dealt for value in any Company Securities in the three months preceding the Joint Announcement Date and ending on the Latest Practicable Date (the "**Relevant Period**").

(b) **Other Arrangements.** Based on the latest information available to the Offeror as at the Latest Practicable Date, none of the Offeror and its Concert Parties:

(i) entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to any Company Securities or any securities in the Offeror which might be material to the Exit Offer or an inducement to deal or refrain from dealing in the Company Securities;

(ii) received any irrevocable undertaking or commitment from any party to accept or reject the Exit Offer;

(iii) granted a security interest over any Company Securities to another person, whether through a charge, pledge or otherwise;

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

(v) lent any Company Securities to another person.

For the avoidance of doubt, while the Code does not apply to the Company, the Relevant Period is consistent with the requirements of Rule 23.3 of the Code requiring the Offeror and its persons acting in concert with the Offeror to disclose if any of such parties has dealt for value in the Company Securities during the Relevant Period.

11 OVERSEAS PERSONS

11.1 Overseas Persons

The availability of the Exit Offer to Singapore Registered Shareholders whose addresses are outside Singapore as shown in the Singapore Branch Register (each, an "**Overseas Person**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Persons should inform themselves of, and observe, any applicable legal requirements, and exercise caution in relation to the Exit Offer.

It is the responsibility of Overseas Persons who wish to accept the Exit Offer to request for this Exit Offer Letter, the Hardcopy Notification, the Acceptance Forms and any other formal documentation in relation to this Exit Offer (the "**Offer Documentation**"), or satisfy themselves as to the full observance of the laws of the relevant jurisdiction, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Persons shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror, its related corporations, RHTC, CDP and any person acting on their behalf shall be fully indemnified and held harmless by such Overseas Persons for any such taxes, imposts, duties or other requisite payments as the Offeror, its related corporations, RHTC, CDP and/or any person acting on their behalf may be required to pay. In requesting for the Offer Documentation or accepting the Exit Offer, each Overseas Person represents and warrants to the Offeror and RHTC 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.

The release, publication or distribution of the Offer Documentation 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.

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.

The ability of Singapore Registered Shareholders who are not resident in Singapore to accept the Exit Offer may be affected by the laws of the relevant jurisdiction in which they are located. **If you are in doubt about your position, you should consult your professional adviser in the relevant jurisdiction.**

The Offeror reserves the right not to treat an acceptance or purported acceptance of the Exit Offer in or from any overseas jurisdiction and/or in respect of an Overseas Person as valid. Overseas Persons accepting the Exit Offer should note that if they have, in the FAA and/or

the FAT, provided addresses in overseas jurisdictions for the receipt of remittances of payment by the Offeror, such acceptances may be rejected.

For the avoidance of doubt, the Exit Offer is only being made in respect of Shares which are registered on the Singapore Branch Register and will not be extended to those Shares which are registered on the Korea Register and the Korea Registered Shareholders who hold such Shares.

11.2 **Copies of the Offer Documentation**

Where there are potential restrictions on sending the Offer Documentation to any overseas jurisdiction, the Offeror and RHTC each reserves the right not to send the Offer Documentation to such overseas jurisdictions. Subject to compliance with applicable laws, any affected Overseas Person may, nonetheless, attend in person and obtain copies of the Offer Documentation and any related documents during normal business hours and up to the Closing Date, from (a) the CDP (if he is a Depositor) by contacting CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or emailing CDP at *asksgx@sgx.com* for instructions on how to obtain a copy of such documents, or (b) the office of the Singapore Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. (if he holds the Offer Shares in scrip form) at **50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623.** Alternatively, an Overseas Person may write in to the Singapore Share Registrar at the above-stated address to request that the Offer Documentation be sent to an address in Singapore by ordinary post at his own risk (up to three Market Days prior to the Closing Date). For the avoidance of doubt, the Exit Offer is made to all Singapore Registered Shareholders (for all Offer Shares) including those to whom this Exit Offer Letter may not be disseminated.

The Offeror and RHTC each reserves the right to notify any matter, including the fact that the Exit Offer has been made, to any or all Shareholders (including Overseas Persons) by announcement to the SGX-ST or paid advertisement in a daily newspaper published or 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 GENERAL

12.1 **Governing Law and Jurisdiction**

The Exit Offer, this Exit Offer Letter, the Acceptance Forms, all acceptances of the Exit Offer, all contracts made pursuant thereto and all action taken or deemed to be taken in connection with any of the foregoing shall be governed by, and construed in accordance with, the laws of Singapore and all accepting Shareholders agree, by accepting the Exit Offer, to submit to the non-exclusive jurisdiction of the courts of Singapore.

12.2 **No Third Party Rights**

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

12.3 **Valid Acceptances**

The Offeror and RHTC 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 FAA and/or the FAT, or if made otherwise than in accordance with the provisions herein and in the FAA and/or the FAT.

12.4 **Omission**

Any omission relating to the despatch of the Offer Documentation or any notice or announcement required to be given under the terms of the Exit Offer to, 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.

12.5 **SRS Investors**

SRS Investors will receive further information on how to accept the Exit Offer from the SRS Operators directly. SRS Investors are advised to consult their respective SRS Operators should they require further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice. SRS Investors who wish to accept the Exit Offer are to reply to their respective SRS Operators by the deadline stated in the letter from their respective SRS Operators, which may be earlier than the Closing Date. Subject to the Exit Offer becoming or being declared unconditional in all respects in accordance with its terms, SRS Investors who accept the Exit Offer will receive the Exit Offer consideration payable in respect of their Offer Shares in their SRS investment accounts.

12.6 **Additional Information**

Additional general information is provided in **Appendix I** of this Exit Offer Letter.

12.7 **Letter from RHTC to Shareholders**

RHTC is acting for and on behalf of the Offeror in connection with the Exit Offer and does not purport to advise the Shareholders. In preparing this letter to Shareholders on behalf of the Offeror, RHTC has not had regard to the general or specific investment objectives, tax, risk profiles, financial situation or particular needs and constraints of any individual Shareholder.

13 DIRECTORS' RESPONSIBILITY STATEMENT

The Offeror Directors collectively and individually accept full responsibility for the accuracy of the information given in this Exit Offer Letter (other than those relating to the Company and any opinion expressed by the Company) and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Exit Offer Letter constitutes full and true disclosure of all material facts about the Delisting, the Exit Offer, the Offeror and persons acting in concert with it, and the Offeror Directors are not aware of any facts the omission of which would make any statement in this Exit Offer Letter misleading. Where information in this Exit Offer Letter has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Offeror Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Exit Offer Letter in its proper form and context.

Yours faithfully
RHT CAPITAL PTE. LTD.

For and on behalf of
HARIM HOLDINGS CO., LTD.

Any enquiries relating to the Exit Offer or this Exit Offer Letter should be directed during office hours to RHT Capital Pte. Ltd. at (65) 6381 6966.

DURATION OF THE EXIT OFFER

1.1 The Exit Offer is open for acceptance by Singapore Registered Shareholders from the date of the electronic dissemination of this Exit Offer Letter. Singapore Registered Shareholders may choose to accept the Exit Offer before the EGM. However, such acceptances will be conditional upon the Shareholders' Approval being obtained.

1.2 If the Shareholders' Approval is obtained at the EGM, the Exit Offer will continue to be open for acceptance by the Singapore Registered Shareholders for a period of 14 days after the date of the announcement of Shareholder's Approval being obtained. The Exit Offer will close at **5:30 p.m. (Singapore time) or 6:30 p.m. (Korea time) on 3 January 2022** or such later date(s) and time(s) as may be announced from time to time by or on behalf of the Offeror, being the Closing Date. Both the Singapore Registered Shareholders and the Offeror shall be bound by the acceptance of the Exit Offer by any Singapore Registered Shareholder.

1.3 If the Shareholders' Approval is not obtained at the EGM, the condition to the Exit Offer will not be fulfilled and the Exit Offer will lapse, and both the Singapore Registered Shareholders and the Offeror will cease to be bound by any prior acceptance of the Exit Offer by any Singapore Registered Shareholder.

2 SETTLEMENT

2.1 Subject to the Shareholders' Approval being obtained at the EGM and the receipt by the Offeror from the accepting Singapore Registered Shareholders of all relevant documents required by the Offeror which are complete in all respects and in accordance with such requirements as may be stated in this Exit Offer Letter and in the relevant Acceptance Form, and in the case of a Depositor, the receipt by the Offeror of a 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), and subject to the Scale-Back:

(a) in the case of accepting Singapore Registered Shareholders holding Offer Shares in scrip form, remittances in the form of S$ crossed cheques for the aggregate Offer Price in respect of their Offer Shares validly tendered in acceptance of the Exit Offer will be despatched to the accepting Singapore Registered Shareholders (or their designated agents, or, in the case of joint accepting Singapore Registered Shareholders who have not designated any agent, to the one first-named in the Singapore Branch Register, as the case may be) by ordinary post, at the risk of the accepting Singapore Registered Shareholders; or

(b) in the case of accepting Singapore Registered Shareholders who are Depositors, payment of the aggregate Offer Price in respect of their Offer Shares validly tendered in acceptance of the Exit Offer will be credited directly into their designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("**DCS**") on the payment date. In the event an accepting Singapore Registered Shareholder who is a Depositor is not subscribed to CDP's DCS, any monies to be paid shall be credited to such accepting Singapore Registered Shareholder's Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distributions are defined therein), or in such other manner as they may have agreed with CDP for payment of any cash distribution,

and in each case, the Offeror will pay for the Shares tendered in acceptance of the Exit Offer as soon as practicable following the Closing Date but in any event within seven (7) Business Days from Closing Date.

3 NO RIGHT OF WITHDRAWAL

All acceptances of the Exit Offer shall be irrevocable.

APPENDIX II - PROCEDURES FOR ACCEPTANCE

Shareholders are reminded that voting in favour of the Delisting Resolution at the EGM does not mean that you have tendered your acceptance to the Exit Offer. If you decide to accept the Exit Offer, you will still need to tender your acceptance by completing, signing and returning the relevant Acceptance Form in accordance with the provisions and instructions in this Exit Offer Letter.

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 the "Free Balance" of your Securities Account, you should receive this Exit Offer Letter together with a FAA. If you do not receive the FAA, please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at *asksgx@sgx.com* for instructions on how to obtain a copy of such documents. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at *www.sgx.com*.

Acceptance. Please indicate in the FAA (whether physical or electronic copy) the number of Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Exit Offer is accepted. Subject to the provisions of the FAA:

(a) (i) if the number of Shares indicated in Section C of the FAA (or the relevant section in the electronic copy of the FAA) exceeds the number of Shares standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of this FAA by CDP (the "**Date of Receip**t") or, in the case where the Date of Receipt is on the Closing Date, by 5:30 p.m. on the Closing Date (provided always that the date of receipt is on or before the Closing Date); or

(ii) if no such number of Shares is indicated in Section C (or the relevant section in the electronic copy of the FAA),

then you are deemed to have accepted the Exit Offer in respect of all the Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5:30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date);

(b) if, at the time of verification by CDP of the FAA on the Date of Receipt, if paragraph 1.1(a)(i) above applies, and there are outstanding settlement instructions with CDP to receive further Shares into the "Free Balance" of your Securities Account ("**Unsettled Buy Position**"), and the Unsettled Buy Position settles such that the Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Exit Offer is open, up to 5:30 p.m. on the Closing Date ("**Settled Shares**"), you shall be deemed to have accepted the Exit Offer in respect of the balance number of Shares indicated in the FAA which have not yet been accepted pursuant to paragraph 1.1(a)(i) above, or the number of Settled Shares, whichever is less,

provided always that subject to the Exit Offer becoming unconditional as described in the Exit Offer Letter, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire all the Shares which are registered on the Singapore Branch Register up to the Maximum Quantity. Acceptances in excess of the Offer Shares will be subject to a Scale-Back on a *pro-rata* basis up to the Maximum Quantity based on the number of Offer Shares validly tendered in acceptance of the Exit Offer (but in a manner which disregards any fraction of a Share). None of CDP or RHTC takes any responsibility for any decisions that the Offeror may have made in respect of such acceptances.

In respect of the FAA:

(aa) if a number of Shares is inserted in the box provided in Section C of the FAA or in the electronic form of the FAA, you will be deemed to have accepted the Exit Offer in respect of such number of Shares inserted in the box provided in Section C of the FAA or in the electronic form of the FAA, subject to paragraphs 1.1(a)(i) and 1.1(b) above;

(bb) if you have ticked both options in Section C of the FAA or in the electronic form of the FAA, but have not inserted a number in the box provided in Section C of the FAA or in the electronic form of the FAA, you will be deemed to have accepted the Exit Offer in respect of all the Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5:30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date); or

(cc) if there is no number of Shares indicated in Section A of the FAA or in the electronic form of the FAA, but you have chosen the option in Section C of the FAA or in the electronic form of the FAA to accept the Exit Offer for all the Shares indicated in Section A, you will be deemed to have accepted the Exit Offer in respect of all the Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5:30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date);

(c) if you are submitting the FAA in physical form, sign the FAA in accordance with this **Appendix II** and the instructions printed on the FAA; and

(d) **submit the completed FAA:**

(i) by post, in the enclosed pre-addressed envelope at your own risk, to Harim Holdings Co., Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or

(ii) in electronic form, **via SGX's Investor Portal at *https://investors.sgx.com/*,**

in each case so as to arrive not later than 5:30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope. It is your responsibility to affix adequate postage on the said envelope.

If you have sold or transferred all your Offer Shares held through 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 are a Depository Agent, you may accept the Exit Offer via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and the Exit Offer Letter as if the FAA had been completed and delivered to CDP.

1.2 **Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST, an FAA in respect of such Offer Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Exit Offer in respect of such Offer Shares, you should, after the "Free Balance" of your securities account has been credited with such number of Offer Shares, submit the FAA in accordance with the instructions contained herein. If you do not receive that FAA, please contact CDP at +65 6535 7511 or via email at *asksgx@sgx.com*. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at *www.sgx.com*.

Rejection. If you purchase Offer Shares on the SGX-ST, 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 the Date of Receipt, or if the FAA is received by CDP on the Closing Date, by 5:30 p.m. (Singapore time) on the Closing Date, unless paragraph 1.1(a)(i) read together with paragraph 1.1(b) of this **Appendix II** apply. If the Unsettled Buy Position does not settle by 5:30 p.m. (Singapore time) on the Closing Date, your acceptance in respect of such Shares will be rejected. None of CDP, RHTC and the Offeror accepts any responsibility or liability for such a rejection, including the consequences thereof.

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

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

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

1.6 **Offer Unconditional.** If you have accepted the Exit Offer in accordance with the provisions contained in this **Appendix II** and the FAA, upon the Exit Offer becoming or being declared to be unconditional in all respects in accordance with its terms, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Offer Price which will be credited directly into your designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("**DCS**"), as soon as practicable and in any event within seven (7) Business Days from the Closing Date.

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

1.7 **Return of Offer Shares.** In the event of the Exit Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, 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.

1.8 **No Securities Account.** If you do not have any existing Securities Account in your own name at the time 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

2.1 **Acceptance by Shareholders.** If you wish to accept the Exit Offer, you should:

(a) complete page 1 of the FAT in accordance with the Exit Offer Letter and the instructions printed on the FAT (which provisions and instructions shall be deemed to form part of the terms of the Exit Offer). In particular, you must state in part (A) of the

FAT the number of Offer Shares in respect of which you wish to accept the Exit Offer and state in part (B) of the FAT, the share certificate number(s) of the relevant share certificate(s). If you:

(i) do not specify a number in (A); or

(ii) specify a number in (A) which exceeds the number of Offer Shares represented by the share certificate(s) attached to and/or other document(s) of title accompanying the FAT, you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares represented by the share certificate(s) attached to and/or other document(s) of title accompanying the FAT,

provided always that subject to the Exit Offer becoming unconditional as described in the Exit Offer Letter, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire all the Shares which are registered on the Singapore Branch Register up to the Maximum Quantity. Acceptances in excess of the Offer Shares will be subject to a Scale-Back on a *pro-rata* basis up to the Maximum Quantity based on the number of Offer Shares validly tendered in acceptance of the Exit Offer (but in a manner which disregards any fraction of a Share). None of CDP or RHTC takes any responsibility for any decisions that the Offeror may have made in respect of such acceptances;

(b) sign the FAT in accordance with the Exit Offer Letter and the instructions printed on the FAT; and

(c) deliver:

(i) the duly completed and signed original of the FAT in its entirety (no part may be detached or otherwise mutilated);

(ii) the share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror relating to the Offer Shares in respect of which you wish to accept the Exit Offer; and

(iii) any other relevant document(s),

either:

(A) by hand, to Harim Holdings Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623; or

(B) by post, in the enclosed pre-addressed envelope at your own risk, to Harim Holdings Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623,

so as to arrive **NOT LATER THAN 5:30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**.

The FAT must be sent in its entirety to **Harim Holdings Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623**, duly completed and signed in its originality in accordance with these instructions and no part may be detached or otherwise mutilated. Settlement of the consideration under the Exit Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed and in the event the Exit Offer becomes or is being declared to be unconditional in all respects in accordance with its terms. Acceptance in the form of the FAT received by Harim Holdings Co., Ltd. c/o Boardroom Corporate & Advisory

Services Pte. Ltd., at the address listed above on Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

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

2.3 **Risk of Posting.** All communications, notices, certificates, documents and remittances to 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 Singapore Branch Register) will be sent by ordinary post to your address as it appears in the FAT or in the Singapore Branch Register (if no such address is indicated in the FAT) at your sole risk.

2.4 **Offer Unconditional.** If you have accepted the Exit Offer in accordance with the provisions contained in the FAT and in the Exit Offer Letter and the Exit Offer becomes and is being declared unconditional in all respects, 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 Singapore Branch Register) by ordinary post to your address as it appears in the Singapore Branch Register 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 in Singapore currency drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event within seven (7) Business Days from the Closing Date.

3 GENERAL

3.1 **Disclaimer**. The Offeror, RHTC, the Singapore Share Registrar and CDP will be entitled to reject any acceptance which does not comply with the provisions and instructions contained in the Exit Offer Letter and in the relevant Acceptance Form, or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Exit Offer, it is your responsibility to ensure that the relevant Acceptance Form is properly completed in all respects and all supporting documents, where applicable, are provided. Any decision to reject any acceptance 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, RHTC, the Singapore Share Registrar and/or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof.

3.2 **Scrip and Scripless Offer Shares**. If you hold 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 in paragraphs 1 and 2 of this **Appendix II**

3.3 **Deposit Time**. If you hold 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 your Securities Account may not be credited with the relevant number of Offer Shares in time for you to accept the Exit Offer. You should complete an FAT and follow the procedures set out in paragraph 2 of this **Appendix II**.

3.4 **Correspondence**. All communications, certificates, notices, documents and remittances to be delivered or 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 Singapore Branch Register) will be sent by ordinary post to your respective addresses as they appear in the records of CDP or the Singapore Branch Register, as the case may be, at the risk of the person entitled hereto.

3.5 **Acceptances received on Saturday, Sunday or Public Holiday**. Acceptances in the form of the FAA and/or the FAT received by CDP and/or the Singapore Share Registrar on a Saturday, Sunday or public holiday in Singapore will be processed and validated on the next Business Day.

3.6 Delivery of the duly completed and signed relevant Acceptance Form to CDP and/or the Singapore Share Registrar shall be conclusive evidence in favour of the Offeror, RHTC, CDP and/or the Singapore Share Registrar of the right and title of the persons signing it to deal with the same and with the Offer Shares to which it relates.

3.7 If the completed and signed FAA and/or FAT is delivered by post, please use the enclosed pre-addressed envelope. **It is your responsibility to affix adequate postage on the said envelope.**

3.8 Each of the Offeror and RHTC reserves the right to treat acceptances of the Exit Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated in this Exit Offer Letter, the relevant Acceptance Form, or made otherwise than in accordance with the provisions of this Exit Offer Letter or the relevant Acceptance Form. Each of the Singapore Share Registrar and CDP takes no responsibility for any decision made by the Offeror or RHTC.

1 REGISTERED OFFICE

The registered office of the Offeror is (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea.

2 OFFEROR DIRECTORS

The names, addresses and designations of the Offeror Directors as at the Latest Practicable Date are set out below:

Name	Address	Designations
Hong Kuk Kim	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Chairman and Chief Executive Officer
Hak Rim Lee	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Executive Director
Kyung Min Mun	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Executive Director
Jeom Ju Kwon	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Independent Director
Jeong Ho Kim	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Independent Director
Seon Tae Jeong	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Independent Director
Seung Yong Yoon	c/o (Ma-dong) 121, Jungang-ro, Iksan-si, Jeollabuk-do, Korea	Independent Director

3 PRINCIPAL ACTIVITIES AND SHARE CAPITAL

The Offeror was established in the Republic of Korea on 1 April 1950 and is an investment holding company.

The Offeror, together with its subsidiaries, conducts the business of manufacturing and selling livestock feed. The shares of the Offeror were listed on the Korean Securities Dealers Automated Quotations on 30 June 2017.

As at the Latest Practicable Date, the issued and paid-up share capital of the Offeror is ₩9,275,667,700, comprising 92,341,820 ordinary shares (including treasury shares).

4 SUMMARY OF FINANCIAL PERFORMANCE

4.1 A summary of the audited consolidated statements of comprehensive income of the Offeror Group for FY2018, FY2019, FY2020 and the unaudited consolidated statement of comprehensive income of the Offeror Group for 9M2021 is set out below.

(₩ million)	FY2018	FY2019	FY2020	9M2021
Revenue	7,357,069	7,350,259	7,723,311	7,605,676
Other non-operating income	45,989	26,208	53,676	19,297
Profit before tax	229,047	133,833	225,112	455,037
Profit after tax	194,338	94,583	173,597	411,377
Profit attributable to owners of the Offeror	96,379	55,592	54,731	223,466
Profit attributable to non-controlling interests	97,959	38,991	118,866	187,912
Earnings per share (₩)	1,315	736	725	2,959
Dividends per share (₩)	100	50	50	-

4.2 The above summary financial information was extracted from, and should be read together with, the audited consolidated financial statements of the Offeror Group for FY2018, FY2019 and FY2020, and the accompanying notes thereto, and the unaudited consolidated financial statements of the Offeror Group for 9M2021 (copies of which are available for inspection, as detailed in paragraph 3.1 of **Appendix IV** of the Exit Offer Letter).

5 STATEMENT OF FINANCIAL POSITION

5.1 The audited consolidated statement of financial position of the Offeror Group as at 31 December 2020 and the unaudited consolidated statement of financial position of the Offeror Group as at 30 September 2021 are set out below.

(₩ million)	As at 31 December 2020	As at 30 September 2021
Assets		
Current assets		
Cash and cash equivalents	722,888	848,907
Short-term financial instruments	82,243	303,071
Trade and other receivables	819,173	938,138
Other current financial assets	46,028	39,149
Inventories	524,105	616,819
Biological assets	279,983	321,619
Current tax assets	2,740	7,878
Other current assets	201,658	486,327
	2,678,818	**3,561,908**
Non-current assets		
Long-term financial instruments	11,619	9,965
Long-term trade and other receivables	128,453	81,118
Other non-current financial assets	38,920	45,408

(₩ million)	As at 31 December 2020	As at 30 September 2021
Investments in associates	86,354	97,628
Non-current biological assets	34,181	37,506
Investment properties	548,904	517,551
Property, plant and equipment	5,323,375	6,032,682
Right-of-use assets	115,085	351,765
Intangible assets	346,798	363,902
Other non-current assets	17,120	20,128
Deferred tax assets	34,049	30,492
	6,684,858	7,588,145
Total assets	**9,363,676**	**11,150,053**
Liabilities		
Current liabilities		
Trade and other payables	711,959	875,193
Short-term borrowings and bonds	2,676,621	3,240,870
Lease liabilities	29,628	211,994
Other financial liabilities	66,324	15,215
Current tax liabilities	37,061	20,601
Current portion of provisions	6,277	11,172
Other current liabilities	236,425	294,144
	3,764,295	**4,669,190**
Non-current liabilities		
Long-term trade and other payables	6,360	7,266
Long-term borrowings and bonds	1,940,132	2,161,865
Long-term lease liabilities	84,074	125,076
Other non-current financial liabilities	12,756	4,760
Other non-current liabilities	2,112	2,775
Defined benefit liabilities	24,468	34,468
Provisions	22,833	23,625
Deferred tax liabilities	51,992	52,206
	2,144,727	2,412,041
Total liabilities	**5,909,023**	**7,081,231**
Equity		
Share capital	9,276	9,276
Share premium	913,711	907,333
Capital adjustments	(243,985)	(243,937)
Accumulated other comprehensive income	(18,227)	107,483
Retained earnings	1,033,020	1,253,664

(₩ million)	As at 31 December 2020	As at 30 September 2021
Equity attributable to owners of Harim Holdings Co., Ltd.	**1,693,794**	2,033,819
Non-controlling interest	**1,760,860**	**2,035,003**
Total equity	**3,454,653**	**4,068,822**
Total liabilities and equity	**9,363,676**	**11,150,053**

5.2 The above financial information was extracted from, and should be read together with, the audited consolidated financial statements of the Offeror Group for FY2019 and FY2020, and the accompanying notes thereto ("**FY2020 Financial Statements**") and the unaudited consolidated financial statements of the Offeror Group for 9M2021 (copies of which are available for inspection, as detailed in paragraph 3.1 of **Appendix IV** of the Exit Offer Letter).

6 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

6.1 The following significant accounting policies of the Offeror were extracted from Note 2 to the FY2020 Financial Statements.

6.2 **Basis of Preparation**

The Offeror Group maintains its accounting records in Korean won and prepares statutory financial statements in the Korean language (Hangul) in accordance with International Financial Reporting Standards as adopted by the Republic of Korea (the "**Korean IFRS**"). The accompanying consolidated financial statements have been condensed, restructured and translated into English from the Korean language financial statements.

Certain information attached to the Korean language financial statements, but not required for a fair presentation of the Offeror Group's financial position, financial performance or cash flows, is not presented in the consolidated financial statements.

The consolidated financial statements of the Offeror Group have been prepared in accordance with Korean IFRS. These are the standards, subsequent amendments and related interpretations issued by the International Accounting Standards Board that have been adopted by the Republic of Korea.

The financial statements have been prepared on a historical cost basis, except for the following:

- certain financial assets and liabilities (including derivative instruments), certain classes of property, plant and equipment and investment property - measured at fair value;
- assets held for sale - measured at fair value less costs to sell; and
- defined benefit pension plans - plan assets measured at fair value.

The preparation of financial statements requires the use of critical accounting estimates. Management also needs to exercise judgement in applying the Offeror Group's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements, are disclosed in Note 3 to the FY2020 Financial Statements.

6.3 **Consolidation**

The Offeror Group has prepared the consolidated financial statements in accordance with Korean IFRS 1110 Consolidated Financial Statements.

(a) **Subsidiaries**

Subsidiaries are all entities over which the Offeror Group has control. The Offeror Group controls an entity when the Offeror Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Offeror Group. They are deconsolidated from the date that control ceases.

The acquisition method of accounting is used to account for business combinations by the Offeror Group. The consideration transferred is measured at the fair values of the assets transferred, and identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date. The Offeror Group recognises any non-controlling interest in the acquired entity on an acquisition-by-acquisition basis either at fair value or at the non-controlling interest's proportionate share of the acquired entity's net identifiable assets. All other non-controlling interests are measured at fair values, unless otherwise required by other standards. Acquisition-related costs are expensed as incurred.

The excess of consideration transferred, amount of any non-controlling interest in the acquired entity and acquisition-date fair value of any previous equity interest in the acquired entity over the fair value of the net identifiable assets acquired is recoded as goodwill. If those amounts are less than the fair value of the net identifiable assets of the business acquired, the difference is recognised directly in the profit or loss as a bargain purchase.

Intercompany transactions, balances and unrealised gains on transactions between group companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Offeror Group.

The Offeror Group treats transactions with non-controlling interests that do not result in a loss of control as transactions with equity owners of the Offeror Group. A changed in ownership interest results in an adjustment between the carrying amounts of the controlling and non-controlling interest to reflect their relative interest in the subsidiary. Any difference between the amount of the adjustment to non-controlling interest and any consideration paid or received is recognised in a separate reserve within equity attributable to owners of the Offeror.

When the Offeror Group ceases to consolidate for a subsidiary because of a loss of control, any retained interest in the subsidiary is remeasured to its fair value with the changed in carrying amount recognised in profit or loss.

(b) **Associates**

Associates are entities over which the Offeror Group has significant influence but not control or joint control. Investments in associates are accounted for using the equity method of accounting, after initially being recognised at cost. Unrealised gains on transactions between the Offeror Group and its associates are eliminated to the extent of the Offeror Group's interest in the associates. If the Offeror Group's share of losses of an associate equals or exceeds its interest in the associate (including long-term interests that, in substance, form part of the Offeror Group's net investment in the associate), the Offeror Group discontinues recognising its share of further losses. After the Offeror Group's interest is reduced to zero, additional losses are provided for, and a liability is recognised, only to the extent that the Offeror Group has incurred legal or constructive obligations or made payments on behalf of the associate. If there is an objective evidence of impairment for the investment in the associate, the Offeror

Group recognises the difference between the recoverable amount of the associate and its book amount as impairment loss. If an associate uses accounting policies other than those of the Offeror Group for like transactions and events in similar circumstances, if necessary, adjustments shall be made to make the associate's accounting policies conform to those of the Offeror Group when the associate's financial statements are used by the Offeror Group in applying the equity method.

(c) **Joint arrangements**

A joint arrangement, wherein two or more parties have joint control, is classified as either a joint operation or a joint venture. A joint operator recognises its direct right to the assets, liabilities, revenues and expenses of joint operations and its share of any jointly held or incurred assets, liabilities, revenues and expenses. Interests in joint ventures are accounted for using the equity method, after initially being recognised at cost in the consolidated statement of financial position.

6.4 **Changes in Accounting Policies and Disclosures**

(a) **New and amended standards adopted by the Group**

The Offeror Group has applied the following standards and amendments for the first time for their annual reporting period commencing 1 January 2020.

(i) **Amendments to Korean IFRS 1001 Presentation of Financial Statements and Korean IFRS 1008 Accounting policies, changes in accounting estimates and errors - Definition of Material**

The amendments clarify the definition of material. Information is material if omitting, misstating or obscuring it could reasonably be expected to influence the decisions that the primary users of general-purpose financial statements make on the basis of those financial statements. The amendments do not have a significant impact on the financial statements.

(ii) **Amendments to Korean IFRS 1103 Business Combination - Definition of a Business**

The amended definition of a business requires an acquisition to include an input and a substantive process that together significantly contribute to the ability to create outputs and the definition of output excludes the returns in the form of lower costs and other economic benefits. If substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets, an entity may elect to apply an optional concentration test that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The amendments do not have a significant impact on the financial statements.

(iii) **Amendments to Korean IFRS 1109 Financial Instruments, Korean IFRS 1039 Financial Instruments: Recognition and Measurement and Korean IFRS 1107 Financial Instruments: Disclosure - Interest Rate Benchmark Reform**

The amendments allow to apply the exceptions in relation the application of hedge accounting while uncertainties arising from interest rate benchmark reform exist. The exceptions require that the Offeror Group assumes that the interest rate benchmark on which the hedged items and the hedging instruments are based on is not altered as a result of interest rate benchmark reform, when determining whether the expected cash flows are highly probable, whether an economic relationship between the hedged item and the hedging instrument exists, and when assessing the hedging relationship

is highly effective. The amendments do not have a significant impact on the financial statements.

(b) **New Standards and Interpretations Not Yet Adopted by the Offeror Group**

The following new accounting standards and interpretations have been published that are not mandatory for 31 December 2020 reporting periods and have not been early adopted by the Group.

(i) **Amendments to Korean IFRS 1116 Lease - Practical expedient for COVID-19 - Related Rent Exemption, Concessions, Suspension**

As a practical expedient, a lessee may elect not to assess whether a rent concession occurring as a direct consequence of the COVID-19 pandemic is a lease modification, and the amounts recognised in profit or loss as a result of applying this exemption should be disclosed. The amendments should be applied for annual periods beginning on or after 1 June 2020, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

(ii) **Amendments to Korean IFRS 1109 Financial Instruments, Korean IFRS 1039 Financial Instruments: Recognition and Measurement, Korean IFRS 1107 Financial Instruments: Disclosure, Korean IFRS 1104 Insurance Contracts and Korean IFRS 1116 Lease - Interest Rate Benchmark Reform**

In relation to interest rate benchmark reform, the amendments provide exceptions including adjust effective interest rate instead of book amounts when interest rate benchmark of financial instruments at amortised costs is replaced, and apply hedge accounting without discontinuance although the interest rate benchmark is replaced in hedging relationship. The amendments should be applied for annual periods beginning on or after 1 January 2021, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

(iii) **Amendments to Korean IFRS 1103 Business Combination - Reference to the Conceptual Framework**

The amendments update a reference of definition of assets and liabilities qualify for recognition in revised Conceptual Framework for Financial Reporting. However, the amendments add an exception for the recognition of liabilities and contingent liabilities within the scope of Korea IFRS 1037 Provisions, Contingent Liabilities and Contingent Assets, and Korean IFRS 2121 Levies. The amendments also confirm that contingent assets should not be recognised at the acquisition date. The amendments should be applied for annual periods beginning on or after 1 January 2022, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

(iv) **Amendments to Korean IFRS 1016 Property, Plant and Equipment - Proceeds before intended use**

The amendments prohibit an entity from deducting from the cost of an item of property, plant and equipment any proceeds from selling items produced while the entity is preparing the asset for its intended use. Instead, the entity will recognise the proceeds from selling such items, and the costs of producing those items, in profit or loss. The amendments should be applied for annual periods beginning on or after 1 January 2022, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

(v) **Amendments to Korean IFRS 1037 Provisions, Contingent Liabilities and Contingent Assets - Onerous Contracts: Cost of Fulfilling a Contract**

The amendments clarify that the direct costs of fulfilling a contract include both the incremental costs of fulfilling the contract and an allocation of other costs directly related to fulfilling contracts when assessing whether the contract is onerous. The amendments should be applied for annual periods beginning on or after 1 January 2022, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

(vi) **Annual improvements to Korean IFRS 2018-2020**

Annual improvements of Korean IFRS 2018-2020 Cycle should be applied for annual periods beginning on or after 1 January 2022, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

- Korean IFRS 1101 First time Adoption of Korean International Financial Reporting Standards - Subsidiaries that are first-time adopters
- Korean IFRS 1109 Financial Instruments - Fees related to the 10% test for derecognition of financial liabilities
- Korean IFRS 1116 Leases - Lease incentives
- Korean IFRS 1041 Agriculture - Measuring fair value

(vii) **Amendments to Korean IFRS 1001 Presentation of Financial Statements - Classification of Liabilities as Current or Non-current**

The amendments clarify that liabilities are classified as either current or non-current, depending on the substantive rights that exist at the end of the reporting period. Classification is unaffected by the likelihood that an entity will exercise right to defer settlement of the liability or the expectations of management. Also, the settlement of liability include the transfer of the entity's own equity instruments, however, it would be excluded if an option to settle them by the entity's own equity instruments if compound financial instruments is met the definition of equity instruments and recognised separately from the liability. The amendments should be applied for annual periods beginning on or after 1 January 2023, and earlier application is permitted. The Offeror Group does not expect that these amendments have a significant impact on the financial statements.

6.5 **Foreign Currency Translation**

(a) **Functional and presentation currency**

Items included in the financial statements of each of the Offeror Group's entities are measured using the currency of the primary economic environment in which each entity operates (the "**functional currency**"). The consolidated financial statements are presented in Korean won, which is the Offeror's functional and presentation currency.

(b) **Transactions and balances**

Foreign currency transactions are translated into the functional currency using the exchange rates at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at year end exchange rates are generally recognised in profit or loss. They are deferred in other comprehensive income if they relate to qualifying cash flow hedges and qualifying effective portion of net investment hedges, or are attributable to monetary part of the net investment in a foreign operation.

Foreign exchange gains and losses that relate to borrowings are presented in the statement of profit or loss, within finance costs. All other foreign exchange gains and losses are presented in the statement of profit or loss within 'other income or other expenses'.

Non-monetary items that are measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was determined. Translation differences on assets and liabilities carried at fair value are reported as part of the fair value gain or loss. For example, translation differences on non-monetary assets and liabilities such as equities held at fair value through profit or loss are recognised in profit or loss as part of the fair value gain or loss and translation differences on non-monetary assets such as equities held at fair value through other comprehensive income are recognised in other comprehensive income.

6.6 **Financial Assets**

(a) **Classification**

The Offeror Group classifies its financial assets in the following measurement categories:

- those to be measured at fair value through profit or loss;
- those to be measured at fair value through other comprehensive income; and
- those to be measured at amortised cost.

The classification depends on the Offeror Group's business model for managing the financial assets and the contractual terms of the cash flows.

For financial assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income. For investments in debt instruments, this will depend on the business model in which the investment is held. The Offeror Group reclassifies debt investments when, and only when its business model for managing those assets changes.

For investments in equity instruments that are not held for trading, this will depend on whether the Offeror Group has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income. Changes in fair value of non- designated equity investment are recognised in profit or loss.

(b) **Measurement**

At initial recognition, the Offeror Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

(i) **Debt instruments**

Subsequent measurement of debt instruments depends on the Offeror Group's business model for managing the asset and the cash flow characteristics of the asset. The Offeror Group classifies its debt instruments into one of the following three measurement categories:

- Amortised cost: Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. A gain or loss on a debt investment that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets is included in 'finance income' using the effective interest rate method.

- Fair value through other comprehensive income: Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at fair value through other comprehensive income. Movements in the carrying amount are taken through other comprehensive income, except for the recognition of impairment loss (reversal of impairment loss), interest income and foreign exchange gains and losses which are recognised in profit or loss. When the financial asset is derecognised, the cumulative gain or loss previously recognised in other comprehensive income is reclassified from equity to profit or loss. Interest income from these financial assets is included in 'finance income' using the effective interest rate method. Foreign exchange gains and losses are presented in 'other income or expenses' and impairment losses are presented in 'other expenses'.

- Fair value through profit or loss: Assets that do not meet the criteria for amortised cost or fair value through other comprehensive income are measured at fair value through profit or loss. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss and is not part of a hedging relationship is recognised in profit or loss and presented net in the statement of profit or loss within 'other income or expenses' in the year in which it arises.

(ii) **Equity instruments**

The Offeror Group subsequently measures all equity investments at fair value. Where the Offeror Group's management has elected to present fair value gains and losses on equity investments, which held for long-term investment or strategic purpose, in other comprehensive income, there is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividend income from such investments continue to be recognised in profit or loss as 'finance income' when the right to receive payments is established.

Changes in the fair value of financial assets at fair value through profit or loss are recognised in 'other income and expenses' in the statement of profit or loss as applicable. Impairment loss (reversal of impairment loss) on equity investments measured at fair value through other comprehensive income are not reported consolidatedly from other changes in fair value.

(iii) **Impairment**

The Offeror Group assesses on a forward-looking basis the expected credit losses associated with its debt instruments carried at amortised cost and fair value through other comprehensive income. The impairment methodology applied depends on whether there has been a significant increase in credit risk. For trade receivables and lease receivables, the Offeror Group applies the simplified approach, which requires expected lifetime credit losses to be recognised from initial recognition of the receivables.

(iv) **Recognition and Derecognition**

Regular way purchases and sales of financial assets are recognised or derecognised on trade-date, the date on which the Offeror Group commits to purchase or sell the asset. Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Offeror Group has transferred substantially all the risks and rewards of ownership.

If a transfer does not result in derecognition because the Offeror Group has retained substantially all the risks and rewards of ownership of the transferred asset, the Offeror Group continues to recognise the transferred asset in its entirety and recognises a financial liability for the consideration received. The Offeror Group classified the financial liability as "borrowings" in the statement of financial position.

(v) **Offsetting of financial instruments**

Financial assets and liabilities are offset and the net amount reported in the statement of financial position where there is a legally enforceable right to offset the recognised amounts and there is an intention to settle on a net basis or realise the assets and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or bankruptcy of the Offeror Group or the counterparty.

6.7 **Derivative Instruments**

Derivatives are initially recognised at fair value on the date when a derivative contract is entered into and are subsequently remeasured at their fair value at the end of each reporting period. Changes in the fair value of any derivative instrument that does not qualify for hedge accounting are recognised immediately in profit or loss within 'other non-operating income (expenses)' or 'finance income (costs)' based on the nature of transactions.

6.8 **Trade Receivables**

Trade receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components when they are recognised at fair value. Trade receivables are subsequently measured at amortised cost using the effective interest method, less loss allowance.

6.9 **Inventories**

The cost of inventories is based on the gross average method with the exception of costs of home shopping segments and goods-in-transit, which are determined on the first-in first-out method and the specific identification method, respectively. The cost of inventories comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. The allocation of fixed manufacturing overheads which are included in the costs of products and work-in-process is based on the normal capacity of the production facilities.

The carrying amount of inventories is recognised as cost of sales during the period when revenue from the sale of related goods is recognised. Inventories are stated at the lower of cost and net realisable value. Amounts of inventory written down to net realisable value due to losses occurring in the normal course of business are recognised as cost of sales and are deducted as an allowance from the carrying value of inventories. The amount of any reversal of any write-down of inventories, arising from an increase in net realisable value, shall be recognised as a reduction in the amount of inventories recognised as an expense (cost of sales) in the period in which the reversal occurs.

6.10 **Non-current Assets (or Disposal Group) Held for Sale**

Non-current assets (or disposal group) are classified as held for sale when their carrying amount will be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. The assets are measured at the lower amount between their carrying amount and the fair value less costs to sell.

6.11 **Property, Plant and Equipment**

Property, plant and equipment are stated at historical cost less accumulated depreciation and accumulated impairment losses. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Depreciation of all property, plant and equipment, except for land, is calculated using the straight-line method to allocate their cost or revalued amounts, net of their residual values, over their estimated useful lives as follows:

	Useful Lives (years)
Buildings	5 - 50
Structures	4 - 50
Vessels	17 - 25
Machinery	5 - 25
Broadcasting equipment	6
Facilities	3 - 40
Vehicles	4 - 15
Others	2.5 - 10

The assets' depreciation method, residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

6.12 **Borrowing Costs**

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalised during the period of time that is required to complete and prepare the asset for its intended use or sale. Investment income earned on the temporary investment of specific borrowings on qualifying assets is deducted from the borrowing costs eligible for capitalisation. Other borrowing costs are expensed in the period in which they are incurred.

6.13 **Government Grants**

Grants from the government are recognised at their fair value where there is a reasonable assurance that the grant will be received and the Offeror Group will comply with all attached conditions. Government grants related to assets are presented in the statement of financial position by deducting the grant in arriving at the carrying amount of the asset, and government grants related to income are deferred and later deducted from the related expense.

6.14 **Intangible Assets**

Goodwill is measured as described in Note 2.3(a) to the FY2020 Financial Statements, and carried at cost less accumulated impairment losses.

Intangible assets, except for goodwill, are initially recognised at its historical cost, and carried at cost less accumulated amortisation and accumulated impairment losses.

Software development costs that are directly attributable to internally generated by the Offeror Group are recognised when the criteria; such as, technically feasible, generate probable future economic benefits and other, are met. Customer contracts acquired in a business combination are recognised at fair value at the acquisition date. Membership rights that have an indefinite useful life are not subject to amortisation because there is no foreseeable limit to the period over which the assets are expected to be utilised. The Offeror Group amortises intangible assets with a limited useful life using the straight-line method over the following periods:

	Useful Lives (years)
Industrial property rights	5 - 15
Software	4 - 10
Others	5 - 30
Membership, Goodwill	Indefinite
Development costs	5

6.15 **Investment Property**

Investment property is property held to earn rentals or for capital appreciation or both. An investment property is measured initially at its cost. An investment property is measured after initial measurement at depreciated cost (less any accumulated impairment losses). After recognition as an asset, investment property is carried at cost less accumulated depreciation and impairment losses. The Offeror Group depreciates investment properties, except for land, using the straight-line method over their useful lives of 5 to 50 years.

6.16 **Impairment of Non-financial Assets**

Goodwill and intangible assets that have an indefinite useful life are not subject to amortisation and are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. Non-financial assets other than goodwill that suffered an impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

6.17 **Trade and Other Payables**

These amounts represent liabilities for goods and services provided to the Offeror Group prior to the end of reporting period which are unpaid. The amounts are unsecured and are presented as current liabilities, unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

6.18 **Financial Liabilities**

(a) **Classification and measurement**

The Offeror Group's financial liabilities at fair value through profit or loss are financial instruments held for trading. A financial liability is held for trading if it is incurred principally for the purpose of repurchasing in the near term. A derivative that is not a designated as hedging instruments and an embedded derivative that is separated are also classified as held for trading.

The Offeror Group classifies non-derivative financial liabilities, except for financial liabilities at fair value through profit or loss, financial guarantee contracts and financial liabilities that arise when a transfer of financial assets does not qualify for derecognition, as financial liabilities carried at amortised cost and present as 'trade and other payables', 'borrowings', and 'other financial liabilities' in the statement of financial position.

(b) **Derecognition**

Financial liabilities are removed from the statement of financial position when it is extinguished; for example, when the obligation specified in the contract is discharged or cancelled or expired or when the terms of an existing financial liability are substantially modified. The difference between the carrying amount of a financial liability extinguished or transferred to another party and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

6.19 **Financial Guarantee Contracts**

Financial guarantee contracts are recognised as a financial liability at the time the guarantee is issued. The liability is initially measured at fair value, subsequently at the higher of following and recognised in the statement of financial position within 'financial guarantee liability'.

- the amount determined in accordance with the expected credit loss model under Korean IFRS 1109 Financial Instruments; and

- the amount initially recognised less, where appropriate, the cumulative amount of income recognised in accordance with Korean IFRS 1115 Revenue from Contracts with Customers.

6.20 **Provisions**

Provisions for service warranties, make good obligation, and legal claims are recognised when the Offeror Group has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the end of the reporting period, and the increase in the provision due to the passage of time is recognised as interest expense.

6.21 **Current and Deferred Tax**

The tax expense for the period consists of current and deferred tax. Current and deferred tax is recognised in profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, the tax is also recognised in other comprehensive income or directly in equity, respectively.

The current income tax expense is measured at the amount expected to be paid to the taxation authorities, using the tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period. Management periodically evaluates

positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation, and considers whether it is probable that a taxation authority will accept an uncertain tax treatment. The Offeror Group measures its tax balances either based on the most likely amount or the expected value, depending on which method provides a better prediction of the resolution of the uncertainty.

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting profit nor taxable profit or loss.

Deferred tax assets are recognised only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

The Offeror Group recognises a deferred tax liability all taxable temporary differences associated with investments in subsidiaries, associates, and interests in joint arrangements, except to the extent that the Offeror Group is able to control the timing of the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. In addition, the Offeror Group recognises a deferred tax asset for all deductible temporary differences arising from such investments to the extent that it is probable the temporary difference will reverse in the foreseeable future and taxable profit will be available against which the temporary difference can be utilised.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets and liabilities and when the deferred tax balances relate to the same taxation authority.

Current tax assets and tax liabilities are offset when the Offeror Group has a legally enforceable right to offset and intends either to settle on a net basis, or to realise the assets and settle the liability simultaneously.

6.22 **Employee Benefits**

(a) **Post-employment benefits**

The Offeror Group operates both defined contribution and defined benefit pension plans.

For defined contribution plans, the Offeror Group pays contribution to publicly or privately administered pension insurance plans on mandatory, contractual or voluntary basis. The Offeror Group has no further payment obligation once the contribution has been paid. The contribution is recognised as employee benefit expense when they are due.

A defined benefit plan is a pension plan that is not a defined contribution plan. Generally, post-employment benefits are payable after the completion of employment, and the benefit amount depended on the employee's age, periods of service or salary levels. The liability recognised in the statement of financial position in respect of defined benefit pension plans is the present value of the defined benefit obligation at the end of the reporting period less the fair value of plan assets. The defined benefit obligation is calculated annually by independent actuaries using the projected unit credit method. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows using interest rates of high-quality corporate bonds that are denominated in the currency in which the benefits will be paid, and that have terms approximating to the terms of the related obligation. Remeasurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income.

Changes in the present value of the defined benefit obligation resulting from plan amendments or curtailments are recognised immediately in profit or loss as past service costs.

(b) **Other long-term employee benefits**

Other long-term employee benefits include employee benefits that are expected to be settled beyond 12 months after the end of the annual reporting period in which the employees render the related service. The Offeror Group's net obligation in respect of long-term employee benefits is the amount of future benefit that employees have earned in return for their service in the current and prior periods. That benefit is discounted to determine its present value. Remeasurements are recognised in profit or loss in the period in which they arise.

6.23 **Revenue Recognition**

Revenue is measured at the fair value of the consideration received or receivable for the sale of goods arising from the normal course of the business. Amounts disclosed as revenue are net of value added taxes, returns, rebates and discounts and after elimination of inter-company transactions.

In accordance with Korean IFRS 1115, a five-step process must be applied before revenue from contract with customer can be recognised (i) identify contracts with customers, (ii) identify the separate performance obligation, (iii) determine the transaction price of the contract, (iv) allocate the transaction price to each of the separate performance obligations, and (v) recognise the revenue as each performance obligation is satisfied.

(a) **Identify performance obligation**

With the implementation of Korean IFRS 1115, the Offeror Group identifies performance obligations from contract with a customer. The timing of revenue recognition depends on a performance obligation is satisfied at a point in time or over time. Where a performance obligation is satisfied over time, the related revenue is also recognised over time.

(b) **A performance obligation is satisfied over time**

In accordance with Korean IFRS 1115, the Offeror Group satisfies a performance obligation and recognises revenue over time. The amount of revenue recognised is the amount allocated to the satisfied performance obligation. For performance obligations satisfied over time, the Offeror Group recognises revenue over time by selecting an appropriate method for measuring the Offeror Group's progress towards complete satisfaction of that performance obligation.

(c) **Variable consideration**

In determining the transaction price, the Offeror Group considers a significant financing component and a consideration payable to a customer. If the transaction price includes variable consideration that can be changed due to agreements or systems of discounts, rebates, distribution fees and others, the Offeror Group estimates the amount of consideration in a contract to which the Offeror Group expects to be entitled in exchange for transferring promised goods to a customer. The Offeror Group recognises revenue with transaction price including variable consideration only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the refund period has lapsed.

(d) **Incremental costs of obtaining a contract**

With implementation of Korean IFRS 1115, the Offeror Group recognises as an asset the incremental costs of obtaining a contract with a customer of the Offeror Group expects to recover those costs, and costs that are recognised as assets are amortised over the period that the related goods or services transfer to the customer. The Offeror Group plans to apply a practical expedient that permits an entity to expense the costs to obtain a contract as incurred when the expected amortisation period is one year or less.

6.24 **Leases**

(a) **Lessor**

Lease income from operating leases where the Offeror Group is a lessor is recognised in income on a straight-line basis over the lease term. Initial direct costs incurred in obtaining an operating lease are added to the carrying amount of the underlying asset and recognised as expense over the lease term on the same basis as lease income. The respective leased assets are included in the statement of financial position based on their nature.

(b) **Lessee**

The Offeror Group leases various real estate and cars. Lease contracts are typically made for fixed periods.

Contracts may contain both lease and non-lease components. The Offeror Group allocates the consideration in the contract to the lease and non-lease components based on their relative stand-alone prices. However, for leases of real estate for which the Offeror Group is lessee, the Offeror Group applies the practical expedient which has elected not to separate lease and non-lease components and instead accounts for these as a single lease component.

Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. The lease agreements do not impose any covenants, but leased assets may not be used as security for borrowing purposes.

The Offeror Group determines the lease term as the non-cancellable period of a lease, together with both (a) periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and (b) periods covered by an option to terminate the lease if the lessee is reasonably certain not to exercise that option. When the lessee and the lessor each has the right to terminate the lease without permission from the other party, the Offeror Group should consider a termination penalty in determining the period for which the contract is enforceable.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payment that are based on an index or a rate, initially measured using the index or rate as at the commencement date;
- amounts expected to be payable by the Offeror Group (the lessee) under residual value guarantees;
- the exercise price of a purchase option if the Offeror Group (the lessee) is reasonably certain to exercise that option; and

- payments of penalties for terminating the lease, if the lease term reflects the Offeror Group (the lessee) exercising that option.

The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be determined, the lessee's incremental borrowing rate is used, being the rate that the lessee would have to pay to borrow the funds necessary to obtain an asset of similar value in a similar economic environment with similar terms and conditions.

To determine the incremental borrowing rate, the Offeror Group:

- where possible, uses recent third-party financing received by the individual lessee as a starting point, adjusted to reflect changes in financing conditions since third party financing was received

- makes adjustments specific to the lease, for example term, country, currency and security.

If a readily observable amortising loan rate is available to the individual lessee (through recent financing or market data) which has a similar payment profile to the lease, then the Offeror Group uses that rate as a starting point to determine the incremental borrowing rate.

The Offeror Group is exposed to potential future increases in variable lease payments based on an index or rate, which are not included in the lease liability until they take effect. When adjustments to lease payments based on an index or rate take effect, the lease liability is reassessed and adjusted against the right-of-use asset.

Each lease payment is allocated between the liability and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability;

- any lease payments made at or before the commencement date less any lease incentives received;

- any initial direct costs; and

- restoration costs.

The right-of-use asset is depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Offeror Group is reasonably certain to exercise a purchase option, the right-of-use asset is depreciated over the underlying asset's useful life.

Payments associated with short-term leases and leases of low-value assets are recognised on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less without a purchase option. Low-value assets comprise IT-equipment and small items of office furniture.

6.25 **Segment Reporting**

Information of each operating segment is reported in a manner consistent with the internal business segment reporting provided to the chief operating decision-maker (See Note 37 to the FY2020 Financial Statements). The chief operating decision-maker, who is responsible for allocating resources and assessing performance of the operating segments, has been identified as the Board of Directors that makes strategic decisions.

6.26 **Approval of Issuance of the Financial Statements**

The consolidated financial statements 2020 were approved for issue by the Board of Directors of the Offeror on February 16, 2021 and are subject to change with the approval of shareholders of the Offeror at their Annual General Meeting.

7 CRITICAL ACCOUNTING ESTIMATES AND ASSUMPTIONS

7.1 The following critical accounting estimates and assumptions of the Offeror were extracted from Note 3 to the FY2020 Financial Statements.

7.2 The preparation of financial statements requires the Offeror Group to make estimates and assumptions concerning the future. Management also needs to exercise judgement in applying the Offeror Group's accounting policies. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. As the resulting accounting estimates will, by definition, seldom equal the related actual results, it can contain a significant risk of causing a material adjustment.

7.3 The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below. Additional information of significant judgement and assumptions of certain items are included in relevant notes.

(a) **Estimated impairment of cash generating unit (CGU)**

The recoverable amount to test whether cash generating units have suffered any impairment is determined based on value-in-use calculations.

(b) **Income taxes**

The Offeror Group's taxable income generated from these operations are subject to income taxes based on tax laws and interpretations of tax authorities in numerous jurisdictions. There are many transactions and calculations for which the ultimate tax determination is uncertain.

If certain portion of the taxable income is not used for investments or increase in wages or dividends in accordance with the Tax System for Recirculation of Corporate Income, the Offeror Group is liable to pay additional income tax calculated based on the tax laws. The new tax system is effective for three years from 2015. Accordingly, the measurement of current and deferred income tax is affected by the tax effects from the new tax system. As the Offeror Group's income tax is dependent on the investments, increase in wages and dividends, there is an uncertainty measuring the final tax effects.

(c) **Net defined benefit liability**

The present value of net defined benefit liability depends on a number of factors that are determined on an actuarial basis using a number of assumptions including the discount rate (See Note 23 of the FY2020 Financial Statements).

(d) **Impact of Coronavirus disease 2019 ("COVID-19")**

During 2020, the spread of COVID-19 has a material impact on the global economy. It may have a negative impact; such as, decrease in productivity, decrease or delay in sales, collection of existing receivables and others. Accordingly, it may have a negative impact on the financial position and financial performance of the Offeror Group.

Significant accounting estimates and assumptions applied in the preparation of the consolidated financial statements can be adjusted depending on changes in the uncertainty from COVID-19. Also, the ultimate effect of COVID-19 to the Offeror Group's business, financial position and financial performance cannot presently be determined.

8 MATERIAL CHANGES IN FINANCIAL POSITION

8.1 As at the Latest Practicable Date, there are no known material changes in the financial position of the Offeror Group since 31 December 2020, being the date of the last audited accounts of the Offeror Group.

1. DISCLOSURE OF INTERESTS

1.1 **No Agreement having any Connection with or Dependence upon Exit Offer.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (a) the Offeror Concert Party Group and (b) any of the current or recent directors of the Company or any of the current or recent shareholders of the Company, having any connection with or dependence upon the Exit Offer.

1.2 **Transfer of Offer Shares.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any Offer Shares acquired pursuant to the Exit Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Offer Shares to any of its current or future related corporations (as defined in Section 6 of the Companies Act) or for the purpose of granting security in favour of financial institutions which have extended credit facilities to it.

1.3 **No Payment or Benefit to Directors of the Company.** As at the Latest Practicable Date, to the Offeror's knowledge, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the Company or any of its related corporations (as defined in Section 6 of the Companies Act) as compensation for loss of office or otherwise in connection with the Exit Offer.

1.4 **No Agreement Conditional upon Outcome of Offer.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (a) the Offeror and (b) any of the directors of the Company or any other person in connection with or conditional upon the outcome of the Exit Offer or is otherwise connected with the Exit Offer.

1.5 **Transfer Restrictions.** The Memorandum and Articles of Association of the Company do not contain any restrictions on the right to transfer the Offer Shares.

1.6 **No Indemnity Arrangements.** As at the Latest Practicable Date, none of the members of the Offeror Concert Party Group has entered into any arrangement with any person of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Shares which may be an inducement to deal or refrain from dealing in the Shares.

2. GENERAL

2.1 **Costs and Expenses.** All costs and expenses of or incidental to the preparation and circulation of the Offer Documentation (other than 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.

2.2 **Consent.** RHTC has given and has not withdrawn its written consent to the issue of this Exit Offer Letter with the inclusion of its name and all references to its name in the form and context in which it appears in this Exit Offer Letter.

3. DOCUMENTS FOR INSPECTION

3.1 Copies of the following documents may be inspected at the office of the Singapore Share Registrar at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, during normal business hours while the Exit Offer remains open for acceptance:

3.1.1 the Joint Announcement;

3.1.2 the Memorandum and Articles of Association of the Offeror;

3.1.3 the letter of consent from RHTC referred to in paragraph 2.2 of this **Appendix IV** above;

3.1.4 the audited consolidated financial statements of the Offeror and its subsidiaries for FY2018, FY2019 and FY2020 together with the accompanying notes thereto; and

3.1.5 the unaudited consolidated financial statements of the Offeror and its subsidiaries for 9M2021.

1 REGISTERED OFFICE

The registered office of the Company is Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea.

2 DIRECTORS

The names, addresses and designations of the Directors of the Company as at the Latest Practicable Date are set out below:

Name	Address	Designations
Joong Ho Ahn	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Chief Executive Officer, Deputy President and Executive Director
Hong Kuk Kim	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Chief Executive Officer, Chairman and Executive Director
Se Gi Cheon	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Executive Director
Hak Soo Jeong	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Independent Director
Kwang Soo Oh	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Independent Director
Seung Hwan Choi	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Independent Director
Christopher Anand Daniel	c/o Tower 8, 7, Jong-ro 5-gil, Jongno-gu, Seoul, 03157, Korea	Independent Director

3 SHARE CAPITAL

The Company only has one (1) class of shares, being ordinary shares. As at the Latest Practicable Date, the issued and paid-up share capital of the Company is ₩534,569,512,000 comprising 534,569,512 Shares.

The Shares are listed on the Main Board of the SGX-ST and the KOSPI Index of the KRX. As at the Latest Practicable Date, 534,398,915 Shares (amounting to 99.97% of the total number of issued Shares) are registered on the Korea Register and trading on the KRX, and 170,597 Shares (amounting to 0.03% of the total number of issued Shares) are registered on the Singapore Branch Register and trading on the SGX-ST.

4 MATERIAL CHANGES IN FINANCIAL POSITION

Save as disclosed in this Exit Offer Letter and save for the information disclosed in the announcements released by the Company on the SGX-ST and the audited financial information of the Company and its subsidiaries for FY2020, there has not been, as at the Latest Practicable Date, within the knowledge of the Offeror, any material changes in the financial position or prospects of the Company since 31 December 2020, being the date to which the last published audited financial statements of the Company were made up.

1. HOLDINGS OF THE COMPANY SECURITIES

The table below sets out the number of Shares held by the Offeror Concert Party Group as at the Latest Practicable Date. Based on the latest information available to the Offeror as at the Latest Practicable Date and save as disclosed below, none of the Offeror or its Concert parties owns, controls or has agreed to acquire any Company Securities as at the Latest Practicable Date.

	Direct Interest		Deemed Interest[1]		Total Interest	
Name	**No. of Shares**	**%[2]**	**No. of Shares**	**%[2]**	**No. of Shares**	**%[2]**
Offeror	292,400,000	54.7	-	-	292,400,000	54.7
Offeror Directors	-	-	-	-	-	-
Hong Kuk Kim[3]	-	-	292,400,000	54.7	292,400,000	54.7
Other concert parties						
Jun Young Kim[4]	-	-	292,400,000	54.7	292,400,000	54.7
Orpum Co., Ltd. [4]	-	-	292,400,000	54.7	292,400,000	54.7
Korea Investment Co., Ltd. [4]	-	-	292,400,000	54.7	292,400,000	54.7

Notes:

(1) The deemed interest arises by virtue of Section 4 of the SFA.

(2) Calculated based on 534,569,512 Shares and rounded to the nearest decimal place.

(3) Mr. Hong Kuk Kim is entitled to exercise or control the exercise of not less than 20% of the votes attached to the voting shares in the Offeror and is thereby deemed interested in the Shares held by the Offeror.

(4) Orpum Co., Ltd. is wholly owned by Mr. Jun Young Kim, the son of Mr. Hong Kuk Kim. Korea Investment Co., Ltd. is wholly owned by Orpum Co., Ltd. As such, each of Mr. Jun Young Kim, Orpum Co., Ltd. and Korea Investment Co., Ltd. are, directly or indirectly, entitled to exercise or control the exercise of not less than 20% of the votes attached to the voting shares in the Offeror and is thereby deemed interested in the Shares held by the Offeror.

For the avoidance of doubt, the Offeror Concert Party Group are not Singapore Registered Shareholders.