EXIT OFFER LETTER DATED 23 AUGUST 2016

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

If you are in any doubt about the matters contained in this Exit Offer Letter or as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

RHB Securities Singapore Pte. Ltd. (***RHBSEC***) is acting for and on behalf of Ocean International Capital Limited (***Offeror***), and does not purport to advise the shareholders (***Shareholders***) of Otto Marine Limited (***Company***) and/or any other person. In preparing this letter to the Shareholders for and on behalf of the Offeror, RHBSEC has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any individual Shareholder.

The views of the directors of the Company who are considered independent for the purposes of the Exit Offer (as defined herein) and the independent financial adviser, Stirling Coleman Capital Limited (***IFA***), on the Exit Offer are set out in the Circular (as defined herein), which is despatched together with this Exit Offer Letter. You may wish to consider their views before making any decision on the Exit Offer.

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

If you have sold or transferred your Shares (as defined herein) held through The Central Depository (Pte) Limited (***CDP***), you need not forward this Exit Offer Letter and the accompanying Form of Acceptance and Authorisation (***FAA***) to the purchaser or transferee as CDP will arrange for a separate Exit Offer Letter and FAA to be sent to the purchaser or transferee. If you have sold or transferred your Shares which are not held through CDP, you should immediately hand this Exit Offer Letter 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, for onward transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted to any jurisdiction outside of Singapore.

EXIT OFFER

in connection with

THE PROPOSED VOLUNTARY DELISTING OF OTTO MARINE LIMITED

by

RHB Securities Singapore Pte. Ltd.

RHB SECURITIES SINGAPORE PTE. LTD.
(Incorporated in the Republic of Singapore)
(Company Registration No.: 198701140E)

for and on behalf of

OCEAN INTERNATIONAL CAPITAL LIMITED
(Incorporated in the British Virgin Islands)
(Company Registration No.: 1912975)

to acquire all the issued ordinary shares in the capital of

OTTO MARINE LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No.: 197902647M)

other than those already owned, controlled or agreed to be acquired by the Offeror and all new Shares as may be issued prior to the close of the Exit Offer pursuant to the Otto Marine Share Award Scheme.

ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE EXIT OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 30 SEPTEMBER 2016 OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR

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

INSTRUCTIONS TO ACCEPT THE EXIT OFFER

1. Locate the FAA if you are a Depositor and/or the FAT if you are a Scripholder, in this package. Alternatively, the relevant Acceptance Form(s) may be obtained from:

   (a) The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 (in respect of the FAA);

   (b) M & C Services Private Limited, 112 Robinson Road #05-01 Singapore 068902 (in respect of the FAT); or

   (c) the website of the SGX-ST at http://www.sgx.com.

2. Fill in your details and sign the relevant Acceptance Form(s). Instructions on how to complete the forms are set out in the Acceptance Forms and in Appendix I to this Exit Offer Letter.

3. Return the completed and signed original Acceptance Form(s) so as to arrive by **no later than 5.30 p.m. (Singapore time) on 30 September 2016** (or such later date(s) as may be announced from time to time by or on behalf of the Offeror), by hand or by post, to CDP (in the case of an FAA) or to the Registrar (in the case of an FAT). If the duly completed and signed original FAA and/or FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope. The pre-addressed envelope for the FAA is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope for posting of the FAT and for all posting outside of Singapore.

   Overseas Shareholders should read Paragraph 11 of this Exit Offer Letter.

   CPFIS/SRS Investors who wish to accept the Exit Offer should contact their respective CPF/SRS Agent Banks.

CONTENTS

Page

INSTRUCTIONS TO ACCEPT THE EXIT OFFER i

DEFINITIONS 2

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS 8

LETTER TO SHAREHOLDERS

1. INTRODUCTION 9

2. THE EXIT OFFER 11

3. INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES 14

4. RATIONALE FOR THE DELISTING AND THE OFFEROR'S INTENTIONS 15

5. COMPULSORY ACQUISITION 17

6. FINANCIAL ASPECTS OF THE EXIT OFFER 17

7. RULINGS FROM THE SIC 18

8. CONFIRMATION OF FINANCIAL RESOURCES 19

9. DISCLOSURES 19

10. ACTIONS TO BE TAKEN BY THE SHAREHOLDERS 20

11. OVERSEAS SHAREHOLDERS 20

12. INFORMATION RELATING TO CPFIS INVESTORS/SRS INVESTORS 22

13. GENERAL 23

14. DOCUMENTS FOR INSPECTION 24

15. RESPONSIBILITY STATEMENT 24

APPENDIX I – PROCEDURES FOR ACCEPTANCE AND OTHER DETAILS OF THE EXIT OFFER 25

APPENDIX II – ADDITIONAL INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES 32

APPENDIX III – ADDITIONAL INFORMATION ON THE COMPANY 35

Except where the context otherwise requires, the following definitions apply throughout this Exit Offer Letter and the Acceptance Forms:

2016 Notes	:	The S$70,000,000 Series 002 7% fixed rate notes issued by OMSPL, pursuant to the S$500 million Multicurrency Term Note Programme established by OMSPL in 2010, of which the Company is the guarantor and which were due on 1 August 2016
2016 Notes Maturity Date	:	The maturity date of the 2016 Notes
Acceptance Forms	:	The FAA and/or the FAT, as the case may be
BCI	:	Business Companion Investments Limited (Company Registration Number: 1443139) of Offshore Incorporations Centre, P.O. Box 957, Road Town, Tortola, British Virgin Islands
BCI Existing Shares	:	Means 126,177,260 Shares, representing approximately 59.4% of the total number of issued Shares held by BCI as at the Joint Announcement Date
BCI Share Charge	:	Has the meaning ascribed to it in Paragraph 2.8 of this Exit Offer Letter
Board	:	The board of Directors of the Company as at the Latest Practicable Date
CDP	:	The Central Depository (Pte) Limited
CEO	:	CEO Technology Asia Limited (Company Registration Number: 682693) of OMC Chambers, Wickhams Cay 1, Road Town, Tortola, VG1110, British Virgin Islands
Circular	:	The circular dated 23 August 2016 issued by the Company to Shareholders for the purposes of convening the EGM to obtain Shareholders' approval for the Delisting
Closing Date	:	**5.30 p.m. (Singapore time) on 30 September 2016** or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last day for the lodgement of acceptances of the Exit Offer
Code	:	The Singapore Code on Take-overs and Mergers
Company	:	Otto Marine Limited (Company Registration No.: 197902647M), a company incorporated in and under the laws of the Republic of Singapore with registered office at 9 Temasek Boulevard, #33-01 Suntec Tower Two, Singapore 038989
Companies Act	:	The Companies Act (Chapter 50) of Singapore as amended, modified and supplemented from time to time
Company Securities	:	Shares, securities which carry voting rights in the Company, or convertible securities, warrants, options, derivatives in respect of, such Shares or securities
Concert Parties	:	Parties acting or presumed to be acting in concert, as defined in the Code, with the Offeror in connection with the Exit Offer

Consolidated NTA	:	Consolidated net tangible assets
Controlling Shareholder	:	Yaw, the controlling shareholder of the Company
CPF	:	Central Provident Fund
CPF Agent Banks	:	Agent banks included under the CPFIS
CPFIS	:	The Central Provident Fund Investment Scheme
CPFIS Investors	:	Investors who have purchased Shares using their monies pursuant to the CPFIS
Date of Receipt	:	Has the meaning ascribed to it in Paragraph 1.1(a)(ii) of Appendix I to this Exit Offer Letter
Delisting	:	The proposed voluntary delisting of the Company from the Official List of the SGX-ST pursuant to Rules 1307 and 1309 of the Listing Manual
Delisting Proposal	:	The proposal dated 6 June 2016 presented by the Offeror to the Board to seek the Delisting
Delisting Proposal Conditions	:	Has the meaning ascribed to it in Paragraph 2.6 of this Exit Offer Letter
Delisting Resolution	:	The resolution of Shareholders to be proposed at the EGM to approve the Delisting
Directors	:	The directors of the Company as at the Latest Practicable Date
Dissenting Shareholders	:	Has the meaning ascribed to it in Paragraph 5 of this Exit Offer Letter
Distribution	:	Any dividends, rights and other distributions declared, paid or made by the Company in respect of the Shares
EGM	:	The extraordinary general meeting to be convened by the Company on 14 September 2016, notice of which is given in the Circular dated 23 August 2016
Electronic Acceptance	:	The SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents
Encumbrances	:	All liens, equities, charges, pledges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever
Existing Shares	:	All Shares held by the Undertaking Shareholders as at the Latest Practicable Date, being 129,960,353 Shares
Exit Offer	:	The voluntary cash offer made by RHBSEC, for and on behalf of the Offeror, to acquire all the Offer Shares on the terms and subject to the conditions set out in this Exit Offer Letter and the Acceptance Forms

Exit Offer Letter	:	This document and any other document(s) which may be issued by RHBSEC, for and on behalf of the Offeror, to Shareholders to amend, revise, supplement or update this document from time to time
Exit Offer Price	:	S$0.32 in cash for each Offer Share
Exit Offer Settlement Date	:	In relation to any Offer Shares tendered in acceptance of the Exit Offer, the settlement date in respect of such Offer Shares
Expiry Date	:	The earlier of: (a) 5.00 p.m. (Singapore time) on 30 June 2016 if the Joint Announcement is not released on or before that date; (b) the date of the EGM if the Delisting Resolution is not approved at the EGM; and (c) the date when the Exit Offer (including any revised Exit Offer by or on behalf of the Offeror) is withdrawn, lapses or closes.
FAA	:	Form of Acceptance and Authorisation for Offer Shares in respect of the Exit Offer, which forms part of this Exit Offer Letter and which is issued to Shareholders whose Offer Shares are deposited with CDP
FAT	:	Form of Acceptance and Transfer for Offer Shares in respect of the Exit Offer, which forms part of this Exit Offer Letter and which is issued to Shareholders whose Offer Shares are registered in their own names in the Register of Members
Group	:	The Company, its subsidiaries and associated companies as at the Latest Practicable Date
Holding Announcement	:	The holding announcement dated 2 June 2016 released by the Company, in connection with the Delisting and the Exit Offer
Holding Announcement Date	:	2 June 2016, being the date of the Holding Announcement
IFA	:	Stirling Coleman Capital Limited, the independent financial adviser to the Independent Directors
Independent Directors	:	The Directors who are considered independent for the purposes of the Exit Offer, namely See Kian Heng, Ng Quek Peng and Craig Foster Pickett
Irrevocable Undertakings	:	The irrevocable written undertakings dated 6 June 2016 provided by each of the Undertaking Shareholders, namely Yaw, BCI and CEO and which expire on the Expiry Date
Joint Announcement	:	The joint announcement dated 8 June 2016 released by the Offeror and the Company, in connection with the Delisting and the Exit Offer
Joint Announcement Date	:	8 June 2016, being the date of the Joint Announcement
Last Market Day	:	1 June 2016, being the last full day of trading in the Shares on the SGX-ST prior to the Holding Announcement Date

Latest Practicable Date	:	15 August 2016, being the latest practicable date prior to the printing 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 trading of securities
Minimum Acceptance Condition	:	Has the meaning ascribed to it in Paragraph 2.6 of this Exit Offer Letter
Noteholders	:	Holders of the 2016 Notes
Noteholders' Meeting	:	Meeting of the Noteholders convened on 15 July 2016 to seek approval from Noteholders for matters set out in Paragraph 1.2 of this Exit Offer Letter
Offer Shares	:	All Shares held by the Shareholders, other than those Shares already owned, controlled or agreed to be acquired by the Offeror, and all new Shares as may be issued prior to the close of the Exit Offer pursuant to the Otto Marine Share Award Scheme
Offeror	:	Ocean International Capital Limited (Company Registration Number: 1912975, a company incorporated in and under the laws of the British Virgin Islands)
Offeror Director	:	The sole director of the Offeror as at the Latest Practicable Date, being Yaw
Offeror Share Charge	:	Has the meaning ascribed to it in Paragraph 8.2 of Appendix II to this Exit Offer Letter
OMSPL	:	Otto Marine Services Pte. Ltd. (Company Registration No.: 201005659N), a company incorporated in the Republic of Singapore and which is a wholly-owned subsidiary of the Company
Otto Marine Share Award Scheme	:	The employee share-based incentive scheme adopted by the Company on 2 September 2008
Overseas Shareholders	:	Has the meaning ascribed to it in Paragraph 11.2(a) of this Exit Offer Letter
Pre-Condition	:	Has the meaning ascribed to it in Paragraph 1.2 of this Exit Offer Letter
Proposed Loan	:	Has the meaning ascribed to it in Paragraph 8.2 of Appendix II to this Exit Offer Letter
Record Date	:	In relation to any Distribution, the date on which the Shareholders must be registered with the Company or CDP, as the case may be, in order to participate in such Distribution
Register of Members	:	The register of holders of Shares, as maintained by the Registrar
Registrar	:	M & C Services Private Limited
Relevant Shares	:	The Existing Shares and all additional Shares as may be howsoever acquired by the Undertaking Shareholders or issued or unconditionally allotted to them subsequent to the Latest Practicable Date

Restricted Jurisdiction	:	Has the meaning ascribed to it in Paragraph 11.1(c) of this Exit Offer Letter
RHB Bank	:	RHB Bank Berhad, Singapore Branch
RHBSEC	:	RHB Securities Singapore Pte. Ltd., the financial adviser to the Offeror in connection with the Exit Offer
Scripholders	:	Shareholders who hold Offer Shares in scrip form and which are not deposited with CDP
Securities Account	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
Securities and Futures Act	:	The Securities and Futures Act (Chapter 289) of Singapore as amended, modified and supplemented from time to time
SGX-ST	:	The Singapore Exchange Securities Trading Limited
Shareholders	:	Persons who are registered as holders of the Shares in the Register of Members and Depositors who have Shares entered against their names in the Depository Register
Shares	:	All the issued ordinary shares held by Shareholders in the capital of the Company
SIC	:	Securities Industry Council of Singapore
SRS	:	The Supplementary Retirement Scheme
SRS Agent Banks	:	Agent banks included under the SRS
SRS Investors	:	Investors who have purchased Shares using their monies pursuant to the SRS
Trust Deed	:	Has the meaning ascribed to it in Paragraph 1.2 of this Exit Offer Letter
Undertaking Shareholders	:	BCI, CEO and Yaw
VWAP	:	Volume weighted average price
Yaw	:	Datuk Seri Yaw Chee Siew
$ or S$ and cents	:	Singapore dollars and cents, respectively
%	:	Per centum or percentage

References to ***Exit Offer Letter*** shall include the Acceptance Forms, unless the context otherwise requires.

References in this ***Exit Offer Letter*** to the total number of issued Shares shall be 212,568,322 Shares as at the Latest Practicable Date, unless otherwise stated. There are no Shares held in treasury.

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

The terms ***Depositor***, ***Depository Agent*** and ***Depository Register*** shall have the meanings ascribed to them in Section 81SF of the Securities and Futures Act.

The terms ***subsidiary*** and ***related corporations*** shall have the meanings ascribed to them respectively in Sections 5 and 6 of the Companies Act.

The terms ***acting in concert*** and ***concert parties*** shall have the meanings ascribed to them in the Code.

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

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

Any reference in this Exit Offer Letter to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the Securities and Futures Act, the Code or the Listing Manual or any modification thereof and used in this Exit Offer Letter shall, where applicable, have the meaning assigned to it under the Companies Act, the Securities and Futures Act, the Code or the Listing Manual or any modification thereof, as the case may be.

Any discrepancies in figures included in this Exit Offer Letter between the listed amounts shown 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.

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

Any reference to ***you***, ***your*** and ***yours*** in this Exit Offer Letter is, as the context so determines, to Shareholders.

CAUTIONARY NOTE REGARDING 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", "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 Offeror regarding the future and assumptions in light of currently available information as at the Latest Practicable Date. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results or outcomes 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 RHBSEC guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements, subject to compliance with all applicable laws and regulations and/or rules of the SGX-ST and/or any other regulatory or supervisory body or agency.

RHB Securities Singapore Pte. Ltd.

RHB SECURITIES SINGAPORE PTE. LTD.
(Incorporated in the Republic of Singapore)
(Company Registration No.: 198701140E)

23 August 2016

To: The Shareholders of Otto Marine Limited

Dear Sir/Madam

PROPOSED VOLUNTARY DELISTING OF OTTO MARINE LIMITED – EXIT OFFER LETTER

1. INTRODUCTION

1.1 Joint Announcement

On 8 June 2016, the Offeror and the Company jointly announced that the Offeror had presented the Delisting Proposal to the Board to seek the Delisting and that under the Delisting Proposal, RHBSEC, for and on behalf of the Offeror, will make the Exit Offer in connection with the Delisting.

1.2 Pre-Condition to Delisting Proposal

A condition to the Delisting Proposal is that the consent of the Noteholders of the 2016 Notes be obtained at a Noteholders' Meeting to be convened (***Pre-Condition***) for the following:

(a) to extend the 2016 Notes Maturity Date, being 1 August 2016, for a further period of six (6) months or until the date on which the delisting of the Company has been completed, whichever is earlier;

(b) to waive compliance with the covenant set out in Clause 16.1(z) of the trust deed dated 13 April 2010 between the Company (as guarantor), OMSPL (as issuer for the 2016 Notes) and British and Malayan Trustees Limited (as trustee) (***Trust Deed***) and to consent to each of OMSPL and the Company to undertake or permit any re-organisation, amalgamation, reconstruction, take-over, merger or consolidation with any other company or person or any other schemes of compromise or arrangement affecting its present constitution, including the Delisting Proposal and/or the Exit Offer, without the prior consent of the trustee of the 2016 Notes or the Noteholders by way of extraordinary resolution passed in accordance with the terms of the Trust Deed; and

(c) to agree not to exercise or to waive their option under condition 5(j) of the terms and conditions of the 2016 Notes which states that in the event that the shares of the Company cease to be traded on the SGX-ST or trading in the shares of the Company is suspended for a continuous period of more than 14 market days (other than by reason of holiday, statutory or otherwise and excluding days on which traded on the SGX-ST is suspended generally), OMSPL, being the issuer of the 2016 Notes, shall at the option of the Noteholders, redeem the principal outstanding on the 2016 Notes together with interest thereon.

At the Noteholders' Meeting convened on 15 July 2016, the following approvals of the Noteholders were obtained:

(a) the postponement of the 2016 Notes Maturity Date from 1 August 2016 to 1 February 2017 and that accrued interest will continue to be payable on 1 August 2016 and the outstanding principal amount of the 2016 Notes together with accrued interest will be payable on 1 February 2017;

(b) the following amendments/waivers arising from the Delisting Proposal and Exit Offer:

(i) waiver of breaches and/or amendments to the terms of the 2016 Notes and the Trust Deed as a result of the Exit Offer;

(ii) deletion of the option of Noteholders to put the 2016 Notes back to OMSPL upon delisting of the Company (as provided under condition 5(j) of the 2016 Notes); and

(iii) the insertion of a new mandatory redemption event for the redemption of the 2016 Notes within 14 days from the delisting of the Shares;

(c) the following amendments/waivers arising from the financial condition of the Group:

(i) the waiver of any non-compliance or potential non-compliance with certain of the financial covenants set out in the 2016 Notes (relating to covenants in connection with minimum total net equity and gearing); and

(ii) waiver of breaches to the terms of the 2016 Notes and the Trust Deed solely as a result of non-compliance with the above financial covenants; and

(d) amendments to be made to the terms of the 2016 Notes and the account charge relating to the interest reserve account to allow for the desired utilisation of funds from the interest reserve account towards payment of interest and consent fees on the date of redemption of the 2016 Notes.

Following this, the Pre-Condition which is a condition to the Delisting Proposal has been satisfied.

1.3 Extraordinary General Meeting

The Company will convene an EGM on 14 September 2016 to seek the approval of the Shareholders for the Delisting.

1.4 Exit Offer Letter, Acceptance Forms and Circular

This Exit Offer Letter, together with the Acceptance Forms, contains the terms and conditions of the Exit Offer to acquire all the Offer Shares.

PLEASE NOTE THAT THE DELISTING IS CONDITIONAL UPON THE DELISTING PROPOSAL CONDITIONS BEING SATISFIED. IF ANY OF THE DELISTING PROPOSAL CONDITIONS IS NOT SATISFIED, THE DELISTING WILL NOT PROCEED AND THE COMPANY WILL REMAIN LISTED ON THE OFFICIAL LIST OF THE SGX-ST.

THE EXIT OFFER IS CONDITIONAL UPON THE DELISTING PROPOSAL CONDITIONS AND THE MINIMUM ACCEPTANCE CONDITION BEING SATISFIED. IF ANY OF THESE CONDITIONS IS NOT SATISFIED, THE EXIT OFFER WILL LAPSE AND ALL ACCEPTANCES OF THE EXIT OFFER WILL BE RETURNED.

A copy of the Circular is despatched together with this Exit Offer Letter.

Electronic copies of this Exit Offer Letter, the Acceptance Forms and the Circular are available on the website of the SGX-ST at http://www.sgx.com.

1.5 Caution

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

Please read this Exit Offer Letter and the Circular (which sets out the advice of the IFA to the Independent Directors and the recommendations of the Independent Directors on the Delisting and the Exit Offer) carefully in their entirety.

If you are in any doubt about the matters contained in this Exit Offer Letter or as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

2. THE EXIT OFFER

For and on behalf of the Offeror, RHBSEC hereby makes the Exit Offer to acquire all the Offer Shares, on the terms and subject to the conditions set out in this Exit Offer Letter (including the Acceptance Forms), and on the following basis:

2.1 Exit Offer Price

The offer price for each Offer Share is S$0.32 in cash.

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

Shareholders may choose to accept the Exit Offer in respect of all or part of their holdings of Offer Shares. For illustration purposes, each Shareholder who accepts the Exit Offer will receive S$32 for every 100 Offer Shares tendered for acceptance under the Exit Offer.

2.2 No revision of Exit Offer Price

AS ANNOUNCED IN THE JOINT ANNOUNCEMENT, THE OFFEROR DOES NOT INTEND TO REVISE THE EXIT OFFER PRICE. ACCORDINGLY, THE EXIT OFFER PRICE WILL NOT BE REVISED UNDER ANY CIRCUMSTANCES.

2.3 No encumbrances

The Offer Shares will be acquired fully paid, free from Encumbrances and together with all rights, benefits, entitlements and advantages attached thereto as at the Joint Announcement Date and thereafter (including but not limited to the right to receive and retain all Distributions, if any, which may be declared, the Record Date for which falls on or after the Joint Announcement Date).

2.4 New Shares

The Exit Offer will also be extended, on the same terms and conditions, to all new Shares as may be unconditionally issued prior to the close of the Exit Offer pursuant to the Otto Marine Share Award Scheme.

2.5 Adjustments for Distributions

Without prejudice to the generality of the foregoing, the Exit Offer Price has been determined on the basis that the Offer Shares will be acquired with the right to receive any Distributions, the Record Date for which falls on or after the Joint Announcement Date. In the event of any such Distributions, the Exit Offer Price payable to a Shareholder who validly accepts or has validly accepted the Exit Offer shall be reduced by an amount which is equal to the amount of such Distributions as follows, depending on when the Exit Offer Settlement Date falls:

(a) if the Exit Offer Settlement Date falls on or before the Record Date, the Offeror will pay the relevant accepting Shareholders the unadjusted Exit Offer Price of S$0.32 in cash for each Offer Share, as the Offeror will receive the Distributions in respect of such Offer Share from the Company;

(b) if the Exit Offer Settlement Date falls after the Record Date, the Exit Offer Price payable for each Offer Share tendered in acceptance shall be reduced by an amount which is equal to the Distributions in respect of such Offer Shares, as the Offeror will not receive such Distributions from the Company.

2.6 Conditions

The satisfaction of the Pre-Condition is a condition to the Delisting Proposal. As disclosed in Paragraph 1.2 above, the Pre-Condition has been satisfied.

In addition, the Delisting Proposal and the Exit Offer will be conditional on:

(a) the approval of the SGX-ST for the Delisting;

(b) the Delisting Resolution being approved by a majority of at least 75% of the total number of Shares excluding treasury shares held by Shareholders present and voting, on a poll, either in person or by proxy at the EGM (for the avoidance of doubt, Directors and the Controlling Shareholder need not abstain from voting on the Delisting Resolution); and

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

(collectively, ***Delisting Proposal Conditions***).

The Exit Offer will also be conditional on the receipt by the Offeror, by the close of the Exit Offer, of valid acceptances in respect of such number of Shares which will result in the Offeror holding more than 50% of the Shares as at the close of the Exit Offer (***Minimum Acceptance Condition***).

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

Shareholders are to note that the Delisting is conditional upon the Delisting Proposal Conditions being satisfied. If any of the Delisting Proposal Conditions is not satisfied, the Delisting will not proceed and the Company will remain listed on the Official List of the SGX-ST.

Shareholders should note that the Exit Offer is conditional upon the Delisting Proposal Conditions and the Minimum Acceptance Condition being satisfied. If any of these conditions is not satisfied, the Exit Offer will lapse and all acceptances of the Exit Offer will be returned.

An application was made by the Company to the SGX-ST on 8 July 2016 to delist the Company from the Official List of the SGX-ST. The SGX-ST has in its letter dated 12 August 2016 advised that it has no objection to the Delisting, subject to the approval by the Shareholders in compliance with Rule 1307 of the Listing Manual. However, the aforesaid decision of the SGX-ST is not an indication of the merits of the Delisting.

2.7 Undertakings

The Undertaking Shareholders have provided Irrevocable Undertakings to the Offeror that during the period commencing on the date of the respective deeds of undertaking and ending on the Expiry Date to, *inter alia*,

(a) vote and procure the voting of all Relevant Shares at the EGM to approve the Delisting Resolution and any other matter necessary or proposed to implement the Delisting;

(b) accept and procure the acceptance of the Exit Offer in respect of all the Relevant Shares; and

(c) waive receipt of payment of the consideration by the Offeror in respect of all the Relevant Shares tendered in acceptance of the Exit Offer, notwithstanding the provisions of the Code in relation to the time period in which payment should be made.

As at the Latest Practicable Date, the Undertaking Shareholders hold an aggregate 129,960,353 Shares, representing approximately 61.14% of the total issued share capital of the Company. The respective shareholdings of each of the Undertaking Shareholders are set out in Paragraph 3.2 of this Exit Offer Letter.

Save as disclosed in this Exit Offer Letter, as at the Latest Practicable Date, neither the Offeror nor its Concert Parties has received any irrevocable undertaking from any party to (a) vote for or against the Delisting Resolution, and (b) accept or reject the Exit Offer.

In view of the Irrevocable Undertakings, the Offeror would be able to receive acceptances of at least 61.14% of the Offer Shares. As such, once the Offeror receives acceptances from the Undertaking Shareholders in respect of their Existing Shares, the Minimum Acceptance Condition will be satisfied. In addition, the aggregate shareholding which will vote in favour of the Delisting Resolution at the EGM will be at least 61.14% of the total issued share capital of the Company.

2.8 Charge on BCI's Existing Shares

Prior to the Joint Announcement Date, BCI has charged all the BCI Existing Shares to Standard Chartered Bank, Singapore Branch (***SCB***), RHBSEC and RHB Bank as collaterals. On 23 June 2016, the charge in favour of SCB was discharged. As at the Latest Practicable Date, BCI has charged all the BCI Existing Shares to RHBSEC and RHB Bank as collaterals (***BCI Share Charge***).

BCI has unconditionally and irrevocably undertaken to the Offeror and RHBSEC that it shall do all necessary acts and execute all necessary documents to discharge the BCI Share Charge such that all the BCI Existing Shares shall be free from any Encumbrances before they are tendered in acceptance of the Exit Offer.

After the Delisting Resolution has been obtained, the Controlling Shareholder who owns both the entire issued share capital in BCI and in the Offeror, will create a charge over all the shares in the capital of the Offeror in favour of RHB Bank to secure a term loan for the purpose of discharging the BCI Share Charge.

2.9 Warranty

Acceptance of the Exit Offer by a Shareholder will be deemed to constitute an unconditional and irrevocable warranty by that Shareholder that each Share in respect of which the Exit Offer is accepted is sold by him, as or on behalf of, the beneficial owner(s) thereof, fully paid and free of all Encumbrances, and together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto (including the right to receive and retain all dividends, rights and other distributions, if any, which may be announced, declared, paid or made thereon by the Company on or after the Joint Announcement Date).

2.10 Acceptances, duration and closing date

Shareholders may choose to accept the Exit Offer in respect of all or part of their holdings of Offer Shares. For illustration purposes, each Shareholder who accepts the Exit Offer will receive S$32 for every 100 Offer Shares tendered for acceptance under the Exit Offer.

Shareholders may choose to submit the relevant Acceptance Form(s) to accept the Exit Offer before the EGM. However, please note that such acceptance is conditional upon the Delisting Proposal Conditions and Minimum Acceptance Condition being satisfied. In the event that any of the Delisting Proposal Conditions or the Minimum Acceptance Condition is not satisfied, the Exit Offer will lapse and both the Shareholders and the Offeror will cease to be bound by any prior acceptances of the Exit Offer by any Shareholder.

If the Delisting Resolution is approved by Shareholders at the EGM, the Exit Offer will be open for acceptance by Shareholders for a period of at least 14 days after the date of the announcement of Shareholder's approval.

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

Accordingly, the Exit Offer will close at 5.30 p.m. (Singapore time) on 30 September 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

2.11 Procedures for acceptance

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

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

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

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

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

3. INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES

3.1 The Offeror

The Offeror is a special purpose vehicle incorporated in the British Virgin Islands for the purposes of making the Exit Offer. It is a private company and does not have any published audited accounts. Its principal activities include investment holding. As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of one (1) share, which is held by Yaw. Yaw, who is the Executive Chairman of the Company, is the Offeror Director.

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

3.2 Concert Parties of the Offeror

The parties who are deemed to be acting in concert with the Offeror in relation to the Exit Offer are as follows:

(a) Yaw, who is the Offeror Director and the Executive Chairman of the Company;

(b) BCI, a company which is wholly-owned by Yaw; and

(c) CEO, a company which is wholly-owned by Yaw.

As at the Latest Practicable Date, the shareholdings of the Concert Parties in the Company are as follows:

Name	Shareholding Interest					
	Direct Interest (Number of Shares)	%[1]	Deemed Interest (Number of Shares)	%[1]	Total Interest (Number of Shares)	%[1]
Yaw	539,835	0.25	129,420,518[2][3]	60.88	129,960,353	61.14
BCI[4]	126,177,260	59.36	–	–	126,177,260	59.36
CEO[4]	3,243,258	1.53	–	–	3,243,258	1.53

Notes:

(1) The percentage shareholding interest is based on the issued share capital of 212,568,322 Shares as at the Latest Practicable Date.

(2) RHB Securities Singapore Pte. Ltd. (100,498,630 Shares) and RHB Bank Nominees Pte Ltd (25,678,630 Shares) are bare trustees for BCI. As BCI is wholly-owned by Yaw, Yaw is deemed to have interest in Shares held by BCI.

(3) CEO owns 3,243,258 Shares. As CEO is wholly-owned by Yaw, Yaw is deemed to have interest in shares held by CEO.

(4) BCI and CEO are companies controlled by Yaw, a director of the Offeror, and are therefore deemed to be parties acting in concert with the Offeror.

3.3 Additional information

Additional information on the Offeror and its Concert Parties can be found in Appendix II to this Exit Offer Letter.

4. RATIONALE FOR THE DELISTING AND THE OFFEROR'S INTENTIONS

4.1 Opportunity for Shareholders to realise their investment in the Shares at a premium

Through this Delisting Proposal and Exit Offer, the accepting Shareholders will have an opportunity to realise their investments in the Company for a cash consideration at a premium over the last transacted price on the Last Market Day and the VWAP (in respect of the one-month, three-month and six-month periods as shown below), without incurring any brokerage and other trading costs.

The following table benchmarks the Exit Offer Price against the last transacted price on the Last Market Day and the respective VWAP of the Shares, on a consolidated basis:

	Description	Share Price (S$)[1]	Premium / (Discount) of Exit Offer Price over / to Share Price[2]
(a)	Last transacted price per Share on 1 June 2016 (being the Last Market Day)	0.230	39.13%
(b)	VWAP[3] for the one-month period prior to and including the Last Market Day	0.221	44.80%
(c)	VWAP for the three-month period prior to and including the Last Market Day	0.223	43.50%
(d)	VWAP for the six-month period prior to and including the Last Market Day	0.224	42.86%
(e)	VWAP for the 12-month period prior to and including the Last Market Day	0.370	(13.51%)

Source: Bloomberg L.P.

Notes:

(1) The historical market prices and the corresponding premium and discount are computed based on data extracted from Bloomberg L.P..

(2) Computed based on the shares prices which were rounded to the nearest three (3) decimal places.

(3) The VWAP is calculated based on the daily VWAP turnover divided by VWAP volume of the Shares as extracted from Bloomberg L.P..

4.2 Low trading volume of the Shares

The trading volume of the Shares on the SGX-ST in the past 12 months has generally been low. The average daily trading volume of the Shares for the one-month, three-month, six-month and twelve-month periods prior to and including the Last Market Day are as follows:

Period prior to and including the Last Market Day		Average daily trading volume[1]	Approximate percentage of total number of free float Shares[2]
(a)	Last one (1) month	139,322	0.18%
(b)	Last three (3) months	257,853	0.34%
(c)	Last six (6) months	139,805	0.18%
(d)	Last twelve (12) months	131,591	0.17%

Source: Bloomberg L.P.

Notes:

(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 Market Day, divided by the total number of Market Days during the respective periods.

(2) Based on 76,258,368 Shares, being the total number of free float Shares as at 5 May 2016, as extracted from the Company's 2015 annual report.

In view of the low trading volume, during the periods prior to and including the Last Market Day, the Exit Offer represents an opportunity for Shareholders (without incurring any brokerage and other trading costs) to realise their investments in the Shares at a price which may not otherwise be readily available.

4.3 Greater management flexibility

The Offeror believes that the Delisting of the Company would provide the management of the Company with greater flexibility to manage and develop the existing businesses of the Company while exploring opportunities without the attendant costs, regulatory restrictions and compliance issues associated with its listed status on the SGX-ST.

4.4 Compliance costs of maintaining listing

The Company incurs additional compliance and associated costs in maintaining the Company's listing status. As a non-listed entity, the Company will be able to achieve cost-savings by dispensing with costs associated with complying with SGX-ST listing requirements and other regulatory requirements as well as management's time and human resources that have to be committed for such compliance.

4.5 Offeror's intentions

As at the Latest Practicable Date, the Offeror has no current intention of (a) making material changes to the Group's existing business, (b) re-deploying of the Group's fixed assets, or (c) discontinuing the employment of the employees of the Group, other than in the ordinary course of business.

Nonetheless, the Offeror retains the flexibility at any time to consider options or opportunities which may present themselves, and which it regards to be in the interests of the Offeror and/or the Company.

Following the close of the Exit Offer, the Offeror will undertake a comprehensive review of the businesses and fixed assets of the Group. This review will help the Offeror determine the optimal business strategy for the Group.

5. COMPULSORY ACQUISITION

Pursuant to Section 215(1) of the Companies Act, in the event that the Offeror acquires 90% or more of the Shares (other than those already held by the Offeror, its related corporations and their respective nominees as at the date of the Exit Offer and excluding any Shares held by the Company as treasury shares), it will be entitled to exercise the right to compulsorily acquire all the Shares of Shareholders who have not accepted the Exit Offer (***Dissenting Shareholders***) at the Exit Offer Price.

The Offeror intends to make the Company its wholly owned subsidiary. **Accordingly, when entitled, the Offeror intends to exercise its right of compulsory acquisition under Section 215(1) of the Companies Act.**

In addition, Dissenting Shareholders have the right under and subject to Section 215(3) of the Companies Act to require the Offeror to acquire their Shares in the event that the Offeror, its related corporations and their respective nominees acquire, pursuant to the Exit Offer, such number of Shares which, together with the Shares held by the Offeror, its related corporations and their respective nominees, comprise 90% or more of the total issued Shares (excluding treasury shares).

Subject always to Paragraph 2.6 of this Exit Offer Letter, the Delisting is not conditional on the Offeror obtaining not less than 90% of the total issued Shares and is not conditional on the Offeror being entitled to exercise its rights of compulsory acquisition.

Dissenting Shareholders who wish to exercise their rights under Section 215(3) of the Companies Act are advised to seek their own independent legal advice.

In the event that the Delisting Proposal Conditions and the Minimum Acceptance Condition are satisfied, but (a) the Offeror is not entitled to exercise its right of compulsory acquisition under Section 215(1) of the Companies Act; or (b) Dissenting Shareholders are not entitled to require the Offeror to acquire their Shares at the Exit Offer Price under Section 215(3) of the Companies Act, the Company will be delisted, and Shareholders who do not accept the Exit Offer will be left holding unquoted Shares in an unlisted company.

Shareholders should read carefully Section 7 of the Circular entitled "Implications of Compulsory Acquisition and Proposed Delisting For Shareholders".

6. FINANCIAL ASPECTS OF THE EXIT OFFER

6.1 Closing prices of the Shares

The table below sets out the (a) closing prices of the Shares on the SGX-ST on the last Market Day (on which there were trades in respect of the Shares) on a monthly basis from December 2015 to May 2016 (being six (6) calendar months prior to the Holding Announcement Date and the aggregate trading volume of the Shares for the respective months; (b) closing price and aggregate trading volume of the Shares on 1 June 2016, being the Last Market Day; and (c) closing price and aggregate trading volume of the Shares on the Latest Practicable Date.

Month	Last closing price (S$)	Total trading volume
December 2015	0.285	325,700
January 2016	0.260	399,900
February 2016	0.200	302,300
March 2016	0.196	11,684,300
April 2016	0.195	1,613,900
May 2016	0.225	2,612,500
1 June 2016, being the Last Market Day	0.230	591,900
15 August 2016, being the Latest Practicable Date	0.310	220,600

Source: Bloomberg L.P.

6.2 Highest and lowest prices of the Shares

As reported by Bloomberg L.P., the highest and lowest closing prices of the Shares on the SGX-ST during the period commencing six (6) calendar months prior to the Holding Announcement Date and ending on the Latest Practicable Date (being 2 December 2015 to 15 August 2016 (both dates inclusive)) are as follows:

	Price (S$)	Date(s) transacted
Highest closing price	0.315	9 June 2016, 10 June 2016, 13 June 2016, 24 June 2016, 27 June 2016, 28 June 2016
Lowest closing price	0.19	24 May 2016

Source: Bloomberg L.P.

7. RULINGS FROM THE SIC

7.1 An application was made by the Offeror to the SIC on 27 April 2016 to seek clarification regarding the extent to which the provisions of the Code applied to the Exit Offer. The SIC ruled and confirmed on 3 June 2016, *inter alia*, that:

(a) the Exit Offer is exempted from compliance with the following provisions of the Code:

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

(ii) Rule 22 on offer timetable;

(iii) Rule 28 on acceptances; and

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

subject to:

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

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

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

(B) disclosure in the Circular of:

(I) the Consolidated NTA per share of the Group based on the latest published accounts prior to the date of the Circular; and

(II) particulars of all known material changes as of the latest practicable date which may affect the Consolidated NTA per share referred to in the paragraph above or a statement that there are no such known material changes;

(b) the Irrevocable Undertakings contemplated therein to be provided to the Offeror do not constitute "special deals" under Rule 10 of the Code; and

(c) Yaw, who is the Offeror Director and the Executive Chairman of the Company, is exempted from the requirement to make a recommendation on the Exit Offer to Shareholders. Yaw, however, must still assume responsibility for the accuracy of facts stated or opinions expressed in documents and advertisements issued by, or on behalf of, the Company in connection with the Exit Offer.

7.2 An application was made by the Company to the SIC to seek consent for Chin Yoong Kheong, an Independent and Non-Executive Director of the Company, to be exempted from making a recommendation on the Exit Offer to Shareholders. The SIC ruled on 18 July 2016 that Chin Yoong Kheong be exempted from the requirement to make a recommendation on the Exit Offer to Shareholders as he faced an irreconcilable conflict of interest. Nonetheless, Chin Yoong Kheong must still assume responsibility for the accuracy of the facts stated or opinions expressed in documents or advertisements issued by, or on behalf of, the Company in connection with the Exit Offer. Please refer to Sections 2.3.2 and 14.2 of the Circular for further details.

8. CONFIRMATION OF FINANCIAL RESOURCES

RHBSEC, the Offeror's financial adviser in respect of the Exit Offer, has confirmed that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Exit Offer for the Offer Shares at the Exit Offer Price (excluding the Relevant Shares in view of the Irrevocable Undertakings).

9. DISCLOSURES

9.1 Interests in Shares

Please refer to Appendix II to this Exit Offer Letter which sets out the interests of the Offeror and its Concert Parties in any (a) Shares, securities which carry voting rights in the Company, or (b) convertible securities, warrants, options and derivatives in respect of (a) as at the Latest Practicable Date.

Save as disclosed in this Exit Offer Letter, as at the Latest Practicable Date, none of the Offeror and its Concert Parties owns, controls or has agreed to acquire any Company Securities.

9.2 Dealings in Company Securities

Please refer to Appendix II to this Exit Offer Letter which sets out the dealings in the Company Securities by the Offeror and its Concert Parties.

9.3 Further disclosures

Further disclosures by the Offeror and its Concert Parties can be found in Appendix II to this Exit Offer Letter.

10. ACTIONS TO BE TAKEN BY THE SHAREHOLDERS

This Exit Offer Letter and the Acceptance Forms are despatched together with the Circular. If you hold Offer Shares that are deposited with CDP, you should receive a FAA together with this Exit Offer Letter. If you have not received the FAA and the Exit Offer Letter, you may obtain a copy of the FAA and the Exit Offer Letter during normal business hours from Ocean International Capital Limited c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, upon production of satisfactory evidence that you are a Shareholder. Alternatively, you may obtain an electronic copy of such FAA and the Exit Offer Letter from the website of the SGX-ST at http://www.sgx.com.

If you hold Offer Shares that are represented by share certificate(s) and are not deposited with CDP, you should receive a FAT together with this Exit Offer Letter. If you have not received a FAT and the Exit Offer Letter, you may request and obtain a copy of the FAT and the Exit Offer Letter from Ocean International Capital Limited c/o M & C Services Private Limited, 112 Robinson Road #05-01 Singapore 068902, upon production of satisfactory evidence that you are a Shareholder. Alternatively, you may obtain an electronic copy of such FAT and the Exit Offer Letter from the website of the SGX-ST at http://www.sgx.com.

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

If you wish 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 the relevant Acceptance Form during the period commencing from the date of despatch of this Exit Offer Letter and ending at 5.30 p.m. (Singapore time) on the Closing Date.

If you hold 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 the "Free Balance" of your Securities Account may not be credited with the relevant number of Offer Shares in time for you to accept the Exit Offer.

If you decide not to accept the Exit Offer, you do not have to take any action. In the event that the Delisting Proposal Conditions are satisfied, you will hold unquoted Shares in the Company as an unlisted company. If you hold Shares that are deposited with CDP, a share certificate in respect of your Shares that are deposited with CDP will be sent, by ordinary post and at your own risk, to your address as it appears in the records of CDP, after the Company has been delisted from the Official List of the SGX-ST.

The detailed procedures for acceptance and additional information on settlement of the Exit Offer are set out in Appendix I to this Exit Offer Letter for your information.

11. OVERSEAS SHAREHOLDERS

11.1 Overseas jurisdictions

(a) This Exit Offer Letter does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Exit Offer Letter in any jurisdiction in contravention of applicable law and regulation.

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

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

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

11.2 Overseas Shareholders

(a) The availability of the Exit Offer to the Shareholders whose addresses are outside Singapore, as shown in the Register of Members or, as the case may be, in the Depository Register (***Overseas Shareholders*** and each, an ***Overseas Shareholder***) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Shareholders should inform themselves of, and observe, any applicable legal requirements in the relevant overseas jurisdictions, and exercise caution in relation to the Exit Offer, as this Exit Offer Letter, the Acceptance Forms and the Circular have not been reviewed by any regulatory authority in any overseas jurisdiction.

(b) For the avoidance of doubt, the Exit Offer is open to all the Shareholders holding Offer Shares, including those to whom this Exit Offer Letter, the Acceptance Forms and the Circular have not been, or may not be, sent.

(c) It is the responsibility of any Overseas Shareholder who wishes to:

(i) request for this Exit Offer Letter, the relevant Acceptance Forms, the Circular and/or any related documents; and/or

(ii) accept the Exit Offer,

to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction.

Such Overseas Shareholder shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror, RHBSEC, CDP, the Registrar, the Company and/or any person acting on its behalf shall be fully indemnified and held harmless by such Overseas Shareholder for any such taxes, imposts, duties or other requisite payments as the Offeror, RHBSEC, CDP, the Registrar, the Company and/or any person acting on its behalf may be required to pay.

(d) In (i) requesting for this Exit Offer Letter, the relevant Acceptance Forms, the Circular and/or any related documents, and/or (ii) accepting the Exit Offer, the Overseas Shareholder represents and warrants to the Offeror, RHBSEC, CDP, the Registrar and the Company that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements.

ANY OVERSEAS SHAREHOLDER WHO IS IN ANY DOUBT ABOUT HIS POSITION SHOULD CONSULT HIS PROFESSIONAL ADVISER IN THE RELEVANT JURISDICTION.

11.3 Copies of the Exit Offer Letter, Acceptance Forms and Circular

(a) **Where there are potential restrictions on sending this Exit Offer Letter, the Acceptance Forms and the Circular to any overseas jurisdiction, the Offeror, RHBSEC, CDP, the Registrar and the Company each reserves the right not to send these documents to such overseas jurisdictions.**

(b) Subject to compliance with applicable laws, Overseas Shareholders may, nonetheless, obtain copies of this Exit Offer Letter, the relevant Acceptance Forms, the Circular and any related documents, during normal business hours, from the date of this Exit Offer Letter and up to the Closing Date, from the Offeror c/o M & C Services Private Limited (if he is a Scripholder), 112 Robinson Road #05-01 Singapore 068902 or The Central Depository (Pte) Limited (if he is a Depositor), 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

(c) Alternatively, an Overseas Shareholder may, subject to compliance with applicable laws, write in to the Offeror c/o M & C Services Private Limited (if he is a Scripholder) at the above address or The Central Depository (Pte) Limited (if he is a Depositor), at Robinson Road Post Office P.O. Box 1984, Singapore 903934, to request for this Exit Offer Letter, the relevant Acceptance Forms, the Circular and any related documents to be sent to an address in Singapore by ordinary post at the Overseas Shareholder's own risk up to five (5) Market Days prior to the Closing Date.

11.4 Notice

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

12. INFORMATION RELATING TO CPFIS INVESTORS/SRS INVESTORS

12.1 CPFIS Investors

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

CPFIS Investors who wish to accept the Exit Offer are to reply to their respective CPF Agent Banks accordingly by the deadline stated in the letter from their respective CPF Agent Banks. Subject to the Exit Offer becoming or being declared unconditional in all respects in accordance with its terms, CPFIS Investors who accept the Exit Offer will receive the payment of the Exit Offer Price for their Offer Shares in their CPFIS accounts.

12.2 SRS Investors

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

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

13. GENERAL

13.1 Valid acceptances

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

13.2 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 actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Offeror and each accepting Shareholder agree to submit to the non-exclusive jurisdiction of the Singapore courts.

13.3 No third party rights

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

13.4 Accidental omission

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

13.5 Independent advice

The advice of the IFA to the Independent Directors on the Exit Offer, and the recommendations of the Independent Directors on the Delisting and the Exit Offer are available in the Circular. Shareholders may wish to consider their advice before taking any action in relation to the Exit Offer.

13.6 Costs and expenses

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

13.7 Letter from RHBSEC to Shareholders

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

13.8 Consents

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

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

14. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at 9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989, during normal business hours for the period for which the Exit Offer remains open for acceptance:

(a) the memorandum and articles of association of the Offeror;

(b) the Joint Announcement;

(c) the Irrevocable Undertakings; and

(d) the letters of consent from RHBSEC and M & C Services Private Limited referred to in Paragraph 13.8 of this Exit Offer Letter.

15. RESPONSIBILITY STATEMENT

The Offeror Director, Yaw, has taken all reasonable care to ensure that the facts stated and opinions expressed herein (other than those relating to the Group) are fair and accurate and that there are no material facts not contained in this Exit Offer Letter, the omission of which would make any statement in this Exit Offer Letter misleading. Where any information in this Exit Offer Letter has been extracted or reproduced from published or publicly available sources or obtained from the Group, the sole responsibility of the Offeror Director has been to ensure through reasonable enquiries that such information is accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Exit Offer Letter. The Offeror Director accepts responsibility accordingly.

Yours faithfully
RHB SECURITIES SINGAPORE PTE. LTD.

For and on behalf of
OCEAN INTERNATIONAL CAPITAL LIMITED

APPENDIX I – PROCEDURES FOR ACCEPTANCE AND OTHER DETAILS OF THE EXIT OFFER

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

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

1. DEPOSITORS

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

If you wish to accept the Exit Offer, you should:

(a) complete the FAA in accordance with the provisions and instructions in this Exit Offer Letter and the instructions printed on the FAA (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 FAA the number of Offer Shares in respect of which you wish to accept the Exit Offer. If you:

(i) do not specify such number; or

(ii) specify a number which exceeds the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the date of receipt of the FAA by CDP, on behalf of the Offeror (***Date of Receipt***) or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date),

you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares already standing to the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Date of Receipt or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date);

(b) complete and sign the FAA in accordance with the provisions and instructions in this Exit Offer Letter and the provisions and instructions printed on the FAA; and

(c) submit the completed and signed FAA in its entirety (no part may be detached or otherwise mutilated):

(i) **by hand**, to Ocean International Capital Limited c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588; or

(ii) **by post** (in the enclosed pre-addressed envelope) at your own risk, to Ocean International Capital Limited c/o The Central Depository (Pte) Limited, Robinson Road Post Office P.O. Box 1984, Singapore 903934. The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore,

in either case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE, being 30 September 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

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

If you are a Depository Agent, you may accept the Exit Offer via Electronic Acceptance. Such Electronic Acceptances must be submitted **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf. Such Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and this Exit Offer Letter as if the FAA had been duly completed, signed in its originality and submitted to CDP.

1.2 Depositors whose Securities Accounts will be credited with Offer Shares

If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, you should also receive a copy of this Exit Offer Letter together with the FAA. If you do not receive the FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

If 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, complete, sign and submit the duly completed and signed original of the accompanying FAA in accordance with the provisions and instructions in this Exit Offer Letter and the provisions and instructions printed on the FAA:

(a) **by hand**, to Ocean International Capital Limited c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588; or

(b) **by post** (in the enclosed pre-addressed envelope) at your own risk, to Ocean International Capital Limited c/o The Central Depository (Pte) Limited, Robinson Road Post Office P.O. Box 1984, Singapore 903934. The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore,

in either case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE, being 30 September 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

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

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

1.4 Rejection

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

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

1.5 Receipt

No acknowledgement of receipt of the FAA will be given by CDP for submissions of the FAA made by hand or by post or deposited into boxes located at CDP's premises. All communications, notices, documents and payments will be sent by ordinary post at your own risk to your mailing address as maintained 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 the number of Offer Shares credited to your Securities Account (a) through CDP Online if you have registered for CDP Internet Access Service; or (b) through CDP Phone Service if you have a T-Pin. Alternatively, you may proceed to CDP in person with your identity card or passport to verify the number of Offer Shares credited to your Securities Account.

1.6 Suspense Account

CDP will upon receipt, for and on behalf of the Offeror, of the duly signed and completed FAA or Electronic Acceptance and all other relevant documents (if any), transfer the relevant number of Offer Shares in respect of which you have accepted the Exit Offer from the "Free Balance" of your Securities Account to a "Suspense Account" pending the satisfaction of the Delisting Proposal Conditions and the Minimum Acceptance Condition and until the consideration for such Offer Shares has been despatched or distributed to you.

1.7 Return of Offer Shares

In the event that any of the Delisting Proposal Conditions or the Minimum Acceptance Condition is not satisfied, the relevant number of Offer Shares in respect of which you have accepted the Exit Offer will be transferred to the "Free Balance" of your Securities Account as soon as possible but, in any event, not later than 14 days from the lapse of the Exit Offer.

1.8 Notification

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

All communications, notices, documents and remittances to be delivered or sent to you will be sent to you by ordinary post to your address as maintained in the records of CDP and at your own risk.

1.9 No Securities Account

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

2. SCRIPHOLDERS

2.1 Shareholders whose Offer Shares are not deposited with CDP

If you hold Offer Shares which are not deposited with CDP, you are entitled to receive this Exit Offer Letter together with the FAT. If you do not receive the FAT, you may obtain a copy of such FAT, upon production of satisfactory evidence that you are a Shareholder, from Ocean International Capital Limited c/o M & C Services Private Limited, 112 Robinson Road #05-01 Singapore 068902. Alternatively, you may obtain an electronic copy of such FAT from the website of the SGX-ST at http://www.sgx.com.

If you wish to accept the Exit Offer, you should:

(a) complete the FAT in accordance with the provisions and instructions in this 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 such number in Part A of the FAT; or

(ii) specify a number in Part A of the FAT which exceeds the number of Offer Shares represented by the attached share certificate(s) accompanying the FAT,

you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares represented by the share certificate(s) accompanying the FAT;

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

(c) submit

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

(ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror relating to the Offer Shares in respect of which you wish to accept the Exit Offer. If you are recorded in the Register of Members as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares,

you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in this Exit Offer Letter and the instructions printed on the FAT;

(iii) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of transferee left blank (to be completed by the Offeror or a person authorised by it); and

(iv) any other relevant document(s),

by hand or by post, to Ocean International Capital Limited c/o M & C Services Private Limited, 112 Robinson Road #05-01 Singapore 068902 **so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE, being 30 September 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.**

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

2.2 Receipt

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

All communications, certificates, notices, documents and remittances to be delivered or sent to you will be sent to you at the address stated in the FAT or, if none is stated, to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register of Members) by ordinary post to the address as it appears in the Register of Members at your own risk.

2.3 Return of Offer Shares

In the event that any of the Delisting Proposal Conditions or the Minimum Acceptance Condition is not satisfied, the FAT and other documents (including share certificate(s)) will be returned to you at the address stated in the FAT or, if none is stated, to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first named in the Register of Members) by ordinary post to the address as it appears in the Register of Members, at your own risk as soon as possible but, in any event, not later than 14 days from the lapse of the Exit Offer.

3. OTHER RELEVANT INFORMATION IN RESPECT OF THE PROCEDURES FOR ACCEPTANCE

3.1 Disclaimer

If you wish to accept the Exit Offer, it is your responsibility to ensure that the FAA and/or the FAT is accurately completed in all respects, submitted with original signature(s) and all required documents, where applicable, are provided. The Offeror, RHBSEC, the Registrar and/or CDP will be authorised and entitled, in their sole and absolute discretion, to reject any acceptance of the Exit Offer which is not entirely in order or which does not comply with the provisions and instructions contained herein and in the FAA or the FAT (as the case may be), or which is otherwise incomplete, incorrect, unsigned, incorrectly completed, illegible or invalid in any respect. Any decision to reject the FAA and/or the FAT will be final and binding, and neither CDP, the Registrar, RHBSEC nor the Offeror accepts any responsibility or liability for the consequences of such a decision.

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

3.2 Discretion

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

3.3 Scrip and scripless Offer Shares

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

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

3.4 Evidence of title

Delivery of the duly completed and signed FAA and/or FAT to CDP and/or the Registrar, for and on behalf of the Offeror, together with the relevant share certificate(s) and/or other documents of title and/or other relevant documents required by the Offeror, shall be conclusive evidence in favour of the Offeror, RHBSEC, the Registrar and CDP of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.

3.5 Acceptances received on Saturday, Sunday or Public Holiday

Acceptances in the form of a FAA, a FAT and/or an Electronic Acceptance received by CDP and/or the Registrar, for and on behalf of the Offeror, on a Saturday, Sunday or public holiday will only be processed and validated on the next Market Day.

3.6 Loss in transmission

The Offeror, RHBSEC, CDP or the Registrar, as the case may be, shall not be liable for any loss in transmission of the FAA and/or the FAT.

4. SETTLEMENT

Subject to the satisfaction of the Delisting Proposal Conditions and the Minimum Acceptance Condition, and to the receipt by the Offeror of valid acceptances, complete in all respects, signed and in accordance with the instructions given herein, in this Exit Offer Letter and the relevant FAA, FAT and/or the terms and conditions for Electronic Acceptance (as the case may be) and in the case of a Depositor, the receipt by the Offeror of confirmation satisfactory to it that the relevant number of Offer Shares are standing to the credit of the "Free Balance" of the Depositor's Securities Account at the relevant time(s), remittances in the form of cheques in Singapore currency drawn on a bank in Singapore for the appropriate amounts will be despatched to the accepting Shareholder (or, in the case of a Shareholder holding share certificate(s) which is not deposited with CDP, his designated agent, if any) at his address as maintained in the records of CDP or in the case of a Scripholder, the address stated in his FAT or, if none is set out, the address maintained in the Register of Members (as the case may be), by ordinary post and at the risk of the accepting Shareholder or in such other manner as he may have agreed with CDP for the payment of any cash distributions, as soon as practicable but in any event:

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

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

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

5. RIGHT OF WITHDRAWAL

All acceptances of the Exit Offer shall be irrevocable.

1. DIRECTORS OF THE OFFEROR

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

Name	Address	Designation
Datuk Seri Yaw Chee Siew	9 Temasek Boulevard, #33-01 Suntec Tower Two, Singapore 038989	Director

2. REGISTERED OFFICE OF THE OFFEROR

The registered office of the Offeror is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

3. PRINCIPAL ACTIVITIES OF THE OFFEROR

The Offeror is a special purpose vehicle incorporated in the British Virgin Islands for the purposes of making the Exit Offer. Its principal activities include investment holding.

4. SHARE CAPITAL

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of one (1) share, which is held by Yaw.

5. SUMMARY OF FINANCIAL INFORMATION

As the Offeror is incorporated in the British Virgin Islands, there is no requirement to prepare audited financial statements and accordingly, no audited financial statements have been prepared since the date of its incorporation.

6. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, to the best knowledge of the Offeror, save for making and financing the Exit Offer, there has been no known material change in the financial position of the Offeror since 4 May 2016, being the date of its incorporation.

7. SIGNIFICANT ACCOUNTING POLICIES

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

8. DISCLOSURE OF SHAREHOLDINGS AND DEALINGS

8.1 Shareholdings in the Company

Save as disclosed in the Exit Offer Letter and as set out in the table below, none of the Offeror and its Concert Parties owns, controls or has agreed to acquire any Company Securities as at the Latest Practicable Date.

Name	Shareholding Interest					
	Direct Interest (Number of Shares)	%[1]	Deemed Interest (Number of Shares)	%[1]	Total Interest (Number of Shares)	%[1]
Offeror Director						
Yaw	539,835	0.25	129,420,518[2][3]	60.88	129,960,353	61.14
The Offeror	–	–	–	–	–	–
Other parties acting or deemed to be acting in concert						
BCI[4]	126,177,260	59.36	–	–	126,177,260	59.36
CEO[4]	3,243,258	1.53	–	–	3,243,258	1.53

Notes:

(1) The percentage shareholding interest is based on the issued share capital of 212,568,322 Shares as at the Latest Practicable Date.

(2) RHB Securities Singapore Pte. Ltd. (100,498,630 Shares) and RHB Bank Nominees Pte Ltd (25,678,630 Shares) are bare trustees for BCI. As BCI is wholly-owned by Yaw, Yaw is deemed to have interest in Shares held by BCI.

(3) CEO owns 3,243,258 Shares. As CEO is wholly-owned by Yaw, Yaw is deemed to have interest in shares held by CEO.

(4) BCI and CEO are companies controlled by Yaw, a director of the Offeror, and are therefore deemed to be parties acting in concert with the Offeror.

8.2 Dealings in Company Securities

Based on the latest information available to the Offeror, none of the Offeror and its Concert Parties has:

(a) dealt for value in any Company Securities in the three-month period prior to the Holding Announcement Date and up to the Latest Practicable Date;

(b) save for the Irrevocable Undertakings, received any other irrevocable undertaking from any party to vote for or against the Delisting Resolution and to accept or reject the Exit Offer as at the Latest Practicable Date;

(c) save for the Irrevocable Undertakings, the BCI Share Charge and the Offeror Share Charge (as defined below), entered into any arrangement of the kind referred to under Note 7 to Rule 12 of the Code, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Shares which may be an inducement to deal or refrain from dealing in the Shares as at the Latest Practicable Date; or

(d) save for the BCI Share Charge and the Offeror Share Charge (as defined below), (i) granted a security interest over any Company Securities to another person, whether through a charge, pledge or otherwise; (ii) borrowed from another person any Company Securities (excluding borrowed securities which have been on-lent or sold); or (iii) lent any Company Securities to another person as at the Latest Practicable Date.

As at the Latest Practicable Date, the Offeror has entered into a facility agreement dated 29 June 2016 (***Facility Agreement***) with RHB Bank for a loan from RHB Bank in an aggregate principal amount of S$73.0 million (***Proposed Loan***) for the purposes of redeeming the 2016 Notes, payment of expenses in relation to the Proposed Loan and working capital subject to the successful completion of the Delisting. In addition, the Offeror and Yaw, in his capacity as the sole shareholder of the Offeror, have executed a deed of undertaking dated 29 June 2016 in favour of British and Malayan Trustees Limited (as trustee of the 2016 Notes) to undertake that, amongst others, neither the Offeror nor Yaw shall take any step to terminate the Facility Agreement or cause the Facility Agreement to be terminated by RHB Bank or cause the disbursement of the Proposed Loan to be disrupted in any way and each of the Offeror and Yaw shall do and execute all such things and documents to satisfy the condition precedents of the Proposed Loan (other than for the completion of the Delisting) prior to the completion of the Delisting. The Offeror intends to create a charge over all the Shares once acquired by the Offeror pursuant to the Exit Offer, as security for the Proposed Loan in favour of RHB Bank after the completion of the Delisting, if applicable (***Offeror Share Charge***).

9. GENERAL

9.1 Agreement having any connection with or dependence upon the Exit Offer

Save for the Irrevocable Undertakings and as otherwise disclosed in this Exit Offer Letter, there is no agreement, arrangement or understanding as at the Latest Practicable Date between (a) the Offeror or its Concert Parties; and (b) any of the current or recent Directors or any of the current or recent Shareholders having any connection with or dependence upon the Exit Offer.

9.2 Payment or benefit to the Directors

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

9.3 Transfer of Shares

As at the Latest Practicable Date, save for the Offeror Share Charge, there is no agreement, arrangement or understanding whereby any Shares acquired pursuant to the Exit Offer, as the case may be, will be transferred to any other person. However, the Offeror reserves the right to transfer any of the Offer Shares to any of its related corporations or for the purpose of granting security in favour of financial institutions which have extended credit facilities to it.

9.4 Transfer restrictions

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

9.5 Material change in information

Save as disclosed in this Exit Offer Letter and save for the information relating to the Offeror and the Exit Offer that is publicly available, there has been, within the knowledge of the Offeror, no material change in any information previously published by or on behalf of the Offeror during the period commencing from the Joint Announcement Date and ending on the Latest Practicable Date.

1. DIRECTORS

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

Name	Address	Designation
Datuk Seri Yaw Chee Siew	9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989	Executive Chairman
See Kian Heng	9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989	Group Chief Executive Officer and Group Executive Director
Ng Quek Peng	9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989	Lead Independent and Non-Executive Director
Chin Yoong Kheong	9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989	Independent and Non-Executive Director
Craig Foster Pickett	9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989	Non-Independent and Non-Executive Director

2. SHARE CAPITAL

On 15 July 2016, the Company announced the grant of 213,700 Shares pursuant to Ordinary Resolution 3 passed at the Thirty Sixth Annual General Meeting of the Company held on 3 June 2016 where 30% of the payment of Directors' fees to the Non-Executive Directors of the Company for the financial year ended 31 December 2015 will be paid by the issuance of equivalent number of shares in the capital of the Company with the number of shares rounded down to the nearest hundred under the Otto Marine Share Award Scheme. As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S$500,564,646 comprising 212,568,322 Shares. The Company does not have any Shares held in treasury.

3. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as disclosed by the Company in the Circular (including without limitation Section 4.2 of the Circular); for the opinion of the independent valuer expressed in the valuation report in respect of the downward adjustment of the values of the assets of the Group as more particularly described in the Circular; and for information on the Group which is publicly available (including without limitation, the announcements released by the Company on the SGX-ST), there has not been, within the knowledge of the Offeror, any material change in the financial position or prospects of the Company since 31 December 2015, being the date of the last audited balance sheet of the Company laid before the Shareholders in general meeting.

4. REGISTERED OFFICE

The registered office of the Company is at 9 Temasek Boulevard, #33-01 Suntec Tower 2, Singapore 038989.