EXIT OFFER LETTER DATED 13 JANUARY 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 Rumakita Investments Pte. Ltd. (the "**Offeror**"), and does not purport to advise the shareholders (the "**Shareholders**") of Zagro Asia Limited (the "**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, NRA Capital Pte. Ltd. (the "**IFA**"), on the Exit Offer (as defined herein) are set out in the Delisting 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 (the "**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 (as defined herein) 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 ZAGRO ASIA 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

Rumakita

RUMAKITA INVESTMENTS PTE. LTD.

(Incorporated in the Republic of Singapore)
(Company Registration No.: 201536521D)

to acquire all the issued and paid-up ordinary shares in the capital of

ZAGRO

ZAGRO ASIA LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No.: 199406784D)

other than those already owned, controlled or agreed to be acquired by the Offeror.

ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE EXIT OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 18 FEBRUARY 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) Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01 Singapore Land Tower, Singapore 048623 (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 18 February 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 Section 12 of this Exit Offer Letter.

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

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DEFINITIONS

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

"Acceptance Forms"	:	The FAA and/or the FAT, as the case may be
"Additional Irrevocable Undertaking"	:	The additional irrevocable written undertaking dated 26 November 2015 provided by SMK
"Additional Undertaking Shares"	:	All Shares held by SMK. As at the Latest Practicable Date, SMK holds 1,584,000 Shares
"Board"	:	The board of Directors of the Company
"CDP"	:	The Central Depository (Pte) Limited
"Charged Shares"	:	Has the meaning ascribed to it in Section 8.2 of Appendix II to this Exit Offer Letter
"Closing Date"	:	**5.30 p.m. (Singapore time) on 18 February 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"	:	Zagro Asia Limited
"Companies Act"	:	The Companies Act (Chapter 50) of Singapore as amended, modified and supplemented from time to time
"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 asset
"CPF"	:	Central Provident Fund
"CPF Agent Banks"	:	Agent banks included under the CPFIS
"CPFIS"	:	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 Section 1.1(a)(ii) of Appendix I to this Exit Offer Letter
"Debenture"	:	Has the meaning ascribed to it in Section 8.2 of Appendix II 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 Circular"	:	The circular dated 13 January 2016 issued by the Company to the Shareholders in relation to the Delisting
"Delisting Proposal"	:	The proposal dated 2 November 2015 presented by the Offeror to the Board to seek the Delisting
"Delisting Proposal Conditions"	:	Has the meaning ascribed to it in Section 2.3 of this Exit Offer Letter
"Delisting Resolution"	:	The resolution of Shareholders in respect of the Delisting
"Directors"	:	The directors of the Company as at the Latest Practicable Date
"Dissenting Shareholders"	:	Has the meaning ascribed to it in Section 6 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 4 February 2016 to seek the approval of the Shareholders for the Delisting, notice of which is given in the Delisting Circular dated 13 January 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 claims, charges, equities, mortgages, liens, pledges, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever
"Exit Offer"	:	The voluntary cash offer made by RHBSEC, for and on behalf of the Offeror, to acquire 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 amend, revise, supplement or update this document from time to time
"Exit Offer Price"	:	S$0.30 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

"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 who are Depositors
"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 who are Scripholders
"Group"	:	The Company and its subsidiaries as at the Latest Practicable Date
"IFA"	:	NRA Capital Pte. Ltd., the independent financial adviser to the Independent Directors
"Independent Directors"	:	The Directors who are considered independent for the purposes of the Exit Offer, namely SMK, Chan Ying Lock, Ngiam Tong Tau and Wong Choo You
"Irrevocable Undertakings"	:	The irrevocable written undertakings dated 2 November 2015 provided by each of the Undertaking Shareholders, namely PBS, SD and PohConnect
"Joint Announcement"	:	The joint announcement dated 3 November 2015 released by the Offeror and the Company, in connection with the Delisting and the Exit Offer
"Joint Announcement Date"	:	3 November 2015, being the date of the Joint Announcement
"Last Trading Day"	:	2 November 2015, being the last trading day on which the Shares were traded on the SGX-ST prior to the Joint Announcement Date
"Latest Practicable Date"	:	6 January 2016, being the latest practicable date prior to the printing of this Exit Offer Letter
"Listing Manual"	:	The listing manual of the SGX-ST
"Loan"	:	The loan obtained by the Offeror from RHB Bank Berhad in connection with the Exit Offer, further details of which are set out in Section 8.2 of Appendix II to this Exit Offer Letter
"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 Section 2.3(d) of this Exit Offer Letter
"Offer Shares"	:	All Shares held by the Shareholders, other than those already owned, controlled or agreed to be acquired by the Offeror
"Offeror"	:	Rumakita Investments Pte. Ltd.
"Offeror Directors"	:	Directors of the Offeror as at the Latest Practicable Date, being PBS and SD

"Overseas Shareholders"	:	Has the meaning ascribed to it in Section 12.2 of this Exit Offer Letter
"PBS"	:	Poh Beng Swee
"PohConnect"	:	PohConnect Holdings Pte Ltd
"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"	:	Boardroom Corporate & Advisory Services Pte. Ltd.
"Relevant Securities"	:	Has the meaning ascribed to it in Section 10.1 of this Exit Offer Letter
"Restricted Jurisdiction"	:	Has the meaning ascribed to it in Section 12.1 of this Exit Offer Letter
"RHBSEC"	:	RHB Securities Singapore Pte. Ltd., the financial adviser to the Offeror in connection with the Exit Offer
"Scripholders"	:	Shareholders who hold Shares in scrip form and which are not deposited with CDP
"SD"	:	Soh Dolly
"Securities Account"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
"Securities and Futures Act"	:	The Securities and Futures Act (Chapter 289) of Singapore as amended, modified and supplemented from time to time
"Share Charges"	:	Has the meaning ascribed to it in Section 8.2 of Appendix II to this Exit Offer Letter
"Shareholder's Loan"	:	Has the meaning ascribed to it in Section 9.1 of Appendix II to this Exit Offer Letter
"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"	:	Issued and paid-up ordinary shares in the capital of the Company
"SIC"	:	Securities Industry Council of Singapore
"SMK"	:	Soo Kam Beng @ Soo Man Kheng
"Undertaking Shareholders"	:	PBS, SD and PohConnect

"Undertaking Shares"	:	All Shares collectively held by the Undertaking Shareholders. As at the Latest Practicable Date, the Undertaking Shareholders hold collectively 189,518,873 Shares
"Undertaking Shareholders Settlement Arrangement"	:	Has the meaning ascribed to it in Section 3 of this Exit Offer Letter
"VWAP"	:	Volume weighted average price
"$" or "S$" 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 258,772,238 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. References to persons shall 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)

13 January 2016

To: The Shareholders of Zagro Asia Limited

Dear Sir/Madam

PROPOSED VOLUNTARY DELISTING OF ZAGRO ASIA LIMITED – EXIT OFFER LETTER

1. INTRODUCTION

1.1 Joint Announcement

On 3 November 2015, the Offeror and the Company jointly announced that the Offeror has 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 Extraordinary General Meeting

The Company will be convening an EGM on 4 February 2016 to seek the approval of the Shareholders for the Delisting.

1.3 Exit Offer Letter, Acceptance Forms and Delisting Circular

This Exit Offer Letter, together with the Acceptance Forms, contains the terms and conditions of the Exit Offer to acquire all Shares, other than those already owned, controlled or agreed to be acquired by the Offeror.

PLEASE NOTE THAT THE EXIT OFFER WILL BE CONDITIONAL UPON THE DELISTING PROPOSAL CONDITIONS BEING FULFILLED. IF ANY OF THE DELISTING PROPOSAL CONDITIONS IS NOT FULFILLED, (I) THE DELISTING WILL NOT PROCEED AND THE COMPANY WILL REMAIN LISTED ON THE SGX-ST, AND (II) THE EXIT OFFER WILL ALSO LAPSE AND ALL ACCEPTANCES OF THE EXIT OFFER WILL BE RETURNED. PLEASE REFER TO SECTION 2.3 FOR MORE DETAILS.

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

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

1.4 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 Delisting 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 Consideration

The offer price for each Offer Share is S$0.30 in cash.

AS PREVIOUSLY ANNOUNCED ON 8 DECEMBER 2015, THE OFFEROR DOES NOT INTEND TO REVISE OR INCREASE THE EXIT OFFER PRICE. ACCORDINGLY, THE EXIT OFFER PRICE WILL NOT BE REVISED OR INCREASED UNDER ANY CIRCUMSTANCES.

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. Each Shareholder who accepts the Exit Offer will receive S$30 for every 100 Offer Shares tendered for acceptance under the Exit Offer.

Save as disclosed in Section 8.2 of Appendix II to this Exit Offer Letter, 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).

2.2 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$0.30 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.

2.3 Conditions

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 issued Shares (excluding treasury shares, if any) held by the Shareholders present and voting, on a poll, either in person or by proxy at the EGM (the Directors who hold Shares and controlling Shareholders need not abstain from voting on the Delisting Resolution) in accordance with Rule 1307 of the Listing Manual;

(c) the Delisting Resolution not being voted against by 10% or more of the total number of issued Shares (excluding treasury shares, if any) held by the Shareholders present and voting, on a poll, either in person or by proxy at the EGM in accordance with Rule 1307 of the Listing Manual; and

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

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

Shareholders are to note that if the Delisting Proposal Conditions are not fulfilled, the Delisting will not proceed and the Company will remain listed on the SGX-ST. The Exit Offer will also lapse and all acceptances of the Exit Offer will be returned.

An application was made by the Company to the SGX-ST on 26 November 2015 to delist the Company from the Official List of the SGX-ST. The SGX-ST has in its letter dated 4 January 2016 advised that it has no objection to the Delisting, subject to the approval by Shareholders in compliance with Rule 1307 of the Listing Manual. However, the aforesaid decision of the SGX-ST is not to be taken as an indication of the merits of the Delisting.

Under Rule 1307(2) of the Listing Manual, all Shareholders (including the Offeror, its Concert Parties who hold Shares, Directors who hold Shares and controlling Shareholders) are entitled to vote on the Delisting Resolution.

The Offeror has obtained Irrevocable Undertakings from the Undertaking Shareholders and the Additional Irrevocable Undertaking from SMK that they will vote, and/or procure their nominees to vote in respect of all their Shares (including such additional Shares as may be howsoever acquired by each of them prior to the EGM) in favour of the Delisting Resolution at the EGM and to accept the Exit Offer in respect of all their Shares. Further details of the Irrevocable Undertakings and the Additional Irrevocable Undertaking are set out in Section 3 of this Exit Offer Letter.

As at the Latest Practicable Date, the Undertaking Shareholders and SMK hold in aggregate 191,102,873 Shares, representing approximately 73.85% of the total number of issued Shares. SMK holds 1,584,000 Shares, representing approximately 0.61% of the total number of issued Shares. The respective shareholdings of each of the Undertaking Shareholders are set out in Section 4.3 to this Exit Offer Letter.

Accordingly, as at the Latest Practicable Date, an aggregate of 191,102,873 Shares, representing approximately 73.85% of the total number of issued Shares, will vote in favour of the Delisting Resolution at the EGM.

In view of the Irrevocable Undertakings and the Additional Irrevocable Undertaking, the Offeror would receive acceptances of at least 73.85% of the Offer Shares. As such, once the Offeror receives acceptances from the Undertaking Shareholders and SMK and in respect of their Undertaking Shares and Additional Undertaking Shares respectively, the Minimum Acceptance Condition will be satisfied.

2.4 Warranty

Save as disclosed in Section 8.2 of Appendix II to this Exit Offer Letter, acceptance of the Exit Offer by a Shareholder will be deemed to constitute an unconditional and irrevocable warranty by that Shareholder that each Offer Share in respect of which the Exit Offer is accepted is sold by him/her as, or on behalf of, the beneficial owner(s) thereof, fully paid and free from all Encumbrances, and together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter (including the right to receive and retain all Distributions, if any, which may be declared, paid or made, the Record Date for which falls on or after the Joint Announcement Date).

2.5 Duration and Closing Date

Shareholders may choose to submit the relevant Acceptance Form(s) to accept the Exit Offer before the EGM. However, please note that such acceptance is conditional upon the Delisting Proposal Conditions being satisfied. In the event that any of the Delisting Proposal Conditions is not fulfilled, 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 remain open for acceptance by Shareholders for a period of at least 14 days after the date of the announcement of the said Shareholders' 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. on 18 February 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

2.6 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 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. IRREVOCABLE UNDERTAKINGS AND ADDITIONAL IRREVOCABLE UNDERTAKING

The Offeror has obtained Irrevocable Undertakings from the Undertaking Shareholders and the Additional Irrevocable Undertaking from SMK that, *amongst others*, they will vote, and/or procure their nominees to vote in respect of all their Shares (including such additional Shares as may be howsoever acquired by each of them prior to the EGM) in favour of the Delisting Resolution at the EGM and to accept the Exit Offer in respect of all their Shares. As at the Latest Practicable Date, the Undertaking Shareholders and SMK collectively hold an aggregate of 191,102,873 Shares, representing approximately 73.85% of the total number of issued Shares.

The Irrevocable Undertakings and the Additional Irrevocable Undertaking shall expire if (a) the Delisting Resolution is not approved at the EGM (or at any adjournment thereof), or (b) the Exit Offer (including any revised or improved Exit Offer by or on behalf of the Offeror) is withdrawn, lapses or closes.

The Irrevocable Undertakings also include an agreement by each of the Undertaking Shareholders to either waive or defer at least until ten (10) days after the close of the Exit Offer, the payment of, or capitalise into new shares in the capital of the Offeror, the Exit Offer Price payable by the Offeror in respect of all the Undertaking Shares tendered in acceptance of the Exit Offer to a date to be mutually agreed between the Offeror and each of the Undertaking Shareholders after the close of the Exit Offer, notwithstanding the provisions of the Code in relation to the time period in which payment should be made ("**Undertaking Shareholders Settlement Arrangement**").

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.

4. INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES

4.1 The Offeror

The Offeror is a special purpose vehicle incorporated in Singapore on 2 October 2015 for the purpose of making the Exit Offer. Its registered address is at 5 Woodlands Terrace, Zagro Global Hub, Singapore 738430. As at the Latest Practicable Date, the Offeror is wholly-owned by PBS and SD. PBS and SD are also the Offeror Directors.

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

4.2 Shareholding Structure of the Offeror

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

	Number of issued and paid-up ordinary shares in the Offeror	As a percentage of total issued and paid-up ordinary shares in the Offeror (%)
PBS	6	60.00
SD	4	40.00
Total	**10**	**100.00**

4.3 Parties Acting in Concert with 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) PBS, who is an Offeror Director and a Director of the Company;

(b) SD, who is an Offeror Director and a Director of the Company;

(c) PohConnect, a company which PBS and SD owns 60.00% and 40.00% of the total issued share capital respectively;

(d) Ho Hong Lian Jean, who is the niece of SD;

(e) Poh Beng Seng, who is the brother of PBS;

(f) Poh Jin Kiat JJ, who is the nephew of PBS;

(g) Poh Jin Shen, who is the nephew of PBS;

(h) Soh Ivy, who is the sister of SD; and

(i) Soh Kelvin, who is the brother of SD.

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

	Number of Shares	As a percentage of total number of Shares (%)
PBS	139,215,513[(1)]	53.7985
SD	30,503,360	11.7877
PohConnect	19,800,000	7.6515
Ho Hong Lian Jean	40,000	0.0155
Poh Beng Seng	5,000	0.0019
Poh Jin Kiat JJ	50,000	0.0193
Poh Jin Shen	20,000	0.0077
Soh Ivy	2,449,920[(2)]	0.9467
Soh Kelvin	4,000	0.0015
Total	**192,087,793**	**74.2303**

Notes:

(1) 100,000,000 Shares are held through a nominee.

(2) The 2,449,920 Shares are held through a nominee.

4.4 Additional Information

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

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

5.1 Opportunity to Realise Investment with an Upfront Premium

The Exit Offer Price represents the following premia over the historical market prices of the Shares prior to the Joint Announcement Date:

Description	Share Price (S$)[1]	Exit Offer Price's premium over Share Price (%)
(a) Last transacted price per Share on 2 November 2015, being the Last Trading Day	0.260	15.38
(b) VWAP per Share for the one (1)-month period preceding the Joint Announcement Date	0.252	19.05
(c) VWAP per Share for the three (3)-month period preceding the Joint Announcement Date	0.250	20.00
(d) VWAP per Share for the six (6)-month period preceding the Joint Announcement Date	0.258	16.28
(e) VWAP per Share for the 12-month period preceding the Joint Announcement Date	0.268	11.94

Note:

(1) Source: Bloomberg L.P.

The Exit Offer provides Shareholders with an opportunity to realise their investments in the Company, without incurring any brokerage and other trading costs, for a cash consideration at a premium over the market prices of the Offer Shares up to and including the Last Trading Day, an option which may not otherwise be readily available due to the low trading liquidity of the Shares.

5.2 Weak Liquidity of the Shares

The trading of the Shares on the SGX-ST has generally been relatively thin, with sporadic trading activity from time to time over the past few years. The average daily trading volume of the Shares for the 12-month, six (6)-month, three (3)-month and one (1)-month periods prior to and including 2 November 2015, being the Last Trading Day are approximately as follows:

Period prior to the Last Trading Day	Average Daily Trading Volume[(1)(2)] ('000)	Total Trading Volume[(1)] ('000)
Last 12 months	35	8,629
Last six (6) months	38	4,724
Last three (3) months	44	2,698
Last one (1) month	31	650

Notes:

(1) Source: Bloomberg L.P.

(2) The average daily trading volume is computed based on the total trading volume of the Shares on the SGX-ST, divided by the total number of Market Days during the respective periods.

The average daily trading volume of the Shares for the 12-month period prior to and including the Last Trading Day of 34,653 is equivalent to 0.04% of the Company's free float Shares as at the Last Trading Day.

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

5.3 No present need for access to Singapore capital markets

The Company has not tapped on the Singapore capital markets for the past 15 years. It is unlikely that the Company will need to tap on the Singapore capital markets to finance its operations in the foreseeable future. Accordingly, it is not necessary for the Company to maintain a listing on the SGX-ST.

5.4 Compliance Costs of Maintaining Listing

The Company has been incurring costs in maintaining the Company's listing status. As a non-listed entity, the Group will be able to (a) achieve cost-savings by dispensing costs associated with complying with the SGX-ST listing requirements and other regulatory requirements as well as human resources that have to be committed for such compliance as well and (b) fully focus its time, human and other resources on its business operations.

5.5 Offeror's Intentions for the Group

The Offeror currently has no intention to (a) propose any major changes to the existing businesses of the Group, (b) re-deploy the fixed assets of the Group, or (c) discontinue 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 and evaluate 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.

6. 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), the Offeror would be entitled to exercise the right to compulsorily acquire all the Shares of Shareholders who have not accepted the Exit Offer ("**Dissenting Shareholders**") at a price equal to the Exit Offer Price.

The Offeror intends to make the Company its wholly-owned subsidiary and does not intend to preserve the listing status of the Company. **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/or their nominees acquire, pursuant to the Exit Offer, such number of Shares which, together with the Shares held by the Offeror, and its related corporations and/or their respective nominees, comprise 90% or more of the total number of issued Shares (excluding treasury shares).

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 are satisfied, but (i) the Offeror is not entitled to exercise its right of compulsory acquisition under Section 215(1) of the Companies Act; or (ii) 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 8 of the Delisting Circular entitled *"Implications of Compulsory Acquisition and Delisting For Shareholders"*.

7. FINANCIAL ASPECTS OF THE EXIT OFFER

7.1 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 May 2015 to October 2015 (being six (6) calendar months prior to the Joint 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 2 November 2015, being the Last Trading 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 ('000)
May 2015	0.275	877
June 2015	0.260	674
July 2015	0.260	475
August 2015	0.245	1,748
September 2015	0.240	296
October 2015	0.250	441
2 November 2015, being the Last Trading Day	0.260	213
6 January 2016, being the Latest Practicable Date	0.300	30

Source: Bloomberg L.P.

7.2 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 Joint Announcement Date and ending on the Latest Practicable Date (being 4 May 2015 to 6 January 2016 (both dates inclusive)) are as follows:

	Price (S$)	Date(s) Transacted
Highest closing price	0.30	25 November 2015, 26 November 2015, 27 November 2015, 30 November 2015, 1 December 2015, 2 December 2015, 3 December 2015, 4 December 2015, 7 December 2015, 8 December 2015, 9 December 2015, 10 December 2015, 11 December 2015, 14 December 2015, 15 December 2015, 16 December 2015, 17 December 2015, 18 December 2015, 21 December 2015, 22 December 2015, 23 December 2015, 28 December 2015, 30 December 2015, 4 January 2016, 5 January 2016 and 6 January 2016
Lowest closing price	0.235	24 August 2015

Source: Bloomberg L.P.

8. RULINGS FROM THE SIC

An application was made by the Offeror to the SIC to seek clarification regarding the extent to which the provisions of the Code apply to the Exit Offer. The SIC ruled on 23 October 2015, *amongst others*, that:

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

  (i) Rule 20.1 on keeping the Exit Offer open for 14 days after it is revised;

  (ii) Rule 22 on the offer timetable;

  (iii) Rule 28 on acceptances; and

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

(b) subject to the following conditions:

  (i) disclosure in the Delisting Circular of:

    (A) the Consolidated NTA per Share of the Group based on the latest published accounts prior to the date of the Delisting Circular; and

    (B) particulars of all known material changes as at the latest practicable date which may affect the Consolidated NTA per Share of the Group or a statement that there are no such known material changes; and

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

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

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

(c) PBS and SD, being concert parties of the Offeror, are exempted from the requirement to make a recommendation on the Exit Offer to the Shareholders as they face irreconcilable conflict of interests in doing so. Nevertheless, PBS and SD 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 to the Shareholders in connection with the Exit Offer.

  SMK, Mr Chan Ying Lock, Mr Ngiam Tong Tau and Mr Wong Choo You, being the other Directors of the Company, will be considered independent for the purposes of providing a recommendation on the Exit Offer to the Shareholders.

9. CONFIRMATION OF FINANCIAL RESOURCES

RHBSEC, the financial adviser to the Offeror, has confirmed that sufficient financial resources are available to the Offeror to satisfy in full all acceptances of the Exit Offer by the holders of the Offer Shares on the basis of the Exit Offer Price, which for the avoidance of doubt, excludes the Undertaking Shares pursuant to the Undertaking Shareholders Settlement Arrangement as described in Section 3 above.

10. DISCLOSURES

10.1 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) 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 Shares, securities which carry voting rights in the Company, or convertible securities, warrants, options or derivatives in respect of such Shares or securities (collectively the "**Relevant Securities**").

10.2 Dealings in Relevant Securities

Please refer to Appendix II to this Exit Offer Letter which sets out the dealings in the Relevant Securities by the Offeror and its Concert Parties during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

Save as disclosed in this Exit Offer Letter, none of the Offeror and its Concert Parties has dealt for value in the Relevant Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

10.3 Further Disclosures

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

11. ACTIONS TO BE TAKEN BY THE SHAREHOLDERS

This Exit Offer Letter and the Acceptance Forms are despatched together with the Delisting 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 Rumakita Investments Pte. Ltd. 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 Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, 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 being satisfied. In the event that any of the

Delisting Proposal Conditions is not fulfilled, 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. 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 continue to hold unquoted Shares in the Company as an unlisted company. If you hold Shares that are deposited with CDP, a share certificate in respect of your Shares that are deposited with CDP will be sent, by ordinary post and at your own risk, to your 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.

12. OVERSEAS SHAREHOLDERS

12.1 Overseas Jurisdictions

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

The 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.

Copies of this Exit Offer Letter, the relevant Acceptance Forms, the Delisting 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.

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.

12.2 Overseas Shareholders

The availability of the Exit Offer to the Shareholders whose addresses are outside Singapore, as shown on 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 Delisting Circular have not been reviewed by any regulatory authority in any overseas jurisdiction.

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 Delisting Circular have not been, or may not be, sent.

It is the responsibility of any Overseas Shareholder who wishes to (a) request for this Exit Offer Letter, the relevant Acceptance Forms, the Delisting Circular and/or any related documents, and/or (b) 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. In (i) requesting for this Exit Offer Letter, the relevant Acceptance Forms, the Delisting 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.

12.3 Copies of the Exit Offer Letter, Acceptance Forms and Delisting Circular

Where there are potential restrictions on sending this Exit Offer Letter, the Acceptance Forms and the Delisting 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.

Subject to compliance with applicable laws, Overseas Shareholders may, nonetheless, obtain copies of this Exit Offer Letter, the relevant Acceptance Forms, the Delisting 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 Boardroom Corporate & Advisory

Services Pte. Ltd. (if he is a Scripholder), 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 or The Central Depository (Pte) Limited (if he is a depositor), 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Alternatively, an Overseas Shareholder may, subject to compliance with applicable laws, write in to the Offeror c/o Boardroom Corporate & Advisory Services Pte. Ltd. (if he is a Scripholder) at the above address or The Central Depository (Pte) Limited, at Robinson Road Post Office P.O. Box 1984, Singapore 903934, to request for this Exit Offer Letter, the relevant Acceptance Forms, the Delisting 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.

12.4 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.

13. INFORMATION RELATING TO 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.

14. GENERAL

14.1 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.

14.2 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.

14.3 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.

14.4 Accidental Omission

Accidental omission to despatch this Exit Offer Letter, the Delisting 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.

14.5 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 Delisting Circular. Shareholders may wish to consider their advice before taking any action in relation to the Exit Offer.

14.6 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.

14.7 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.

14.8 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.

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

15. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at 5 Woodlands Terrace, Zagro Global Hub, Singapore 738430, during normal business hours for the period for which the Exit Offer remains open for acceptance:

(a) the Constitution of the Offeror;

(b) the Joint Announcement;

(c) the Irrevocable Undertakings and the Additional Irrevocable Undertaking; and

(d) the letters of consent from RHBSEC and Boardroom Corporate & Advisory Services Pte. Ltd. referred to in Section 14.8 of this Exit Offer Letter.

16. RESPONSIBILITY STATEMENT

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

Yours faithfully
RHB SECURITIES SINGAPORE PTE. LTD.

For and on behalf of
RUMAKITA INVESTMENTS PTE. LTD.

PROCEDURES FOR ACCEPTANCE AND OTHER DETAILS OF THE EXIT OFFER

The Shareholders may choose to submit the relevant Acceptance Form(s) to accept the Exit Offer before the EGM. However, please note that such acceptance is conditional upon the Delisting Proposal Conditions being satisfied. In the event that any of the Delisting Proposal Conditions is not fulfilled, 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 Rumakita Investments Pte. Ltd. c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Alternatively, you may obtain an electronic copy of such FAA from the website of the SGX-ST at http://www.sgx.com.

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

(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 Rumakita Investments Pte. Ltd. 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 Rumakita Investments Pte. Ltd. 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. ON THE CLOSING DATE, being 18 February 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. 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:

(i) **by hand**, to Rumakita Investments Pte. Ltd. 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 Rumakita Investments Pte. Ltd. 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. ON THE CLOSING DATE, being 18 February 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 *mutatis mutandis* to your acceptance(s) of the Exit Offer.

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. 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 (i) through CDP Online if you have registered for CDP Internet Access Service or (ii) 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 fulfilment of the Delisting Proposal Conditions 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 the Delisting Proposal Conditions are not fulfilled, 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 are fulfilled, 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 Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. 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 Rumakita Investments Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 **so as to arrive NOT LATER THAN 5.30 P.M. ON THE CLOSING DATE, being 18 February 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 the Delisting Proposal Conditions are not fulfilled, 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 fulfilment of the Delisting Proposal Conditions and to the receipt by the Offeror of valid acceptances, complete in all respects, signed and in accordance with the instructions given herein, in this Exit Offer Letter and the relevant FAA, FAT and/or the terms and conditions for Electronic Acceptance (as the case may be) and in the case of a Depositor, the receipt by the Offeror of confirmation satisfactory to it that the relevant number of Offer Shares are standing to the credit of the "Free Balance" of the Depositor's Securities Account at the relevant time(s), remittances in the form of cheques in Singapore currency drawn on a bank in Singapore for the appropriate amounts will be despatched to the accepting

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

(a) in respect of acceptances of the Exit Offer which are valid and complete in all respects and are received on or before the date on which the Exit Offer becomes or is declared unconditional in all respects, within ten (10) 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 ten (10) 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.

ADDITIONAL INFORMATION ON THE OFFEROR AND ITS CONCERT PARTIES

1. DIRECTORS OF THE OFFEROR

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

Name	Address	Designation
Poh Beng Swee	10 Wilby Road Singapore 276298	Director
Soh Dolly	10 Wilby Road Singapore 276298	Director

2. REGISTERED OFFICE OF THE OFFEROR

The registered office of the Offeror is at 5 Woodlands Terrace, Zagro Global Hub, Singapore 738430.

3. PRINCIPAL ACTIVITIES OF THE OFFEROR

The Offeror is a special purpose vehicle incorporated in Singapore on 2 October 2015 for the purpose of making the Exit Offer. The principal activity of the Offeror is that of an investment holding company.

4. SHARE CAPITAL

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

5. SUMMARY OF FINANCIAL INFORMATION

As the Offeror was only incorporated on 2 October 2015, no audited financial statements of the Offeror have been prepared since the date of its incorporation.

6. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save for making and financing the Exit Offer, there has been no known material change in the financial position of the Offeror since 2 October 2015, being the date of its incorporation.

7. SIGNIFICANT ACCOUNTING POLICIES

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

8. DISCLOSURE OF SHAREHOLDINGS AND DEALINGS

8.1 Shareholdings in the Company

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

Name	Direct Shareholding Interest	
	Number of Shares	%[1]
Offeror Directors		
Poh Beng Swee	139,215,513[2]	53.7985
Soh Dolly	30,503,360	11.7877
The Offeror	–	–
Other Parties Acting or deemed to be Acting in Concert		
PohConnect Holdings Pte Ltd[3]	19,800,000	7.6515
Ho Hong Lian Jean[4]	40,000	0.0155
Poh Beng Seng[5]	5,000	0.0019
Poh Jin Kiat JJ[6]	50,000	0.0193
Poh Jin Shen[7]	20,000	0.0077
Soh Ivy[8]	2,449,920[9]	0.9467
Soh Kelvin[10]	4,000	0.0015
Total Direct Shareholding Interest	192,087,793	74.2303

Notes:

(1) The percentage shareholding interest is based on 258,772,238 Shares as at the Latest Practicable Date.

(2) 100,000,000 Shares are held through a nominee.

(3) PohConnect Holdings Pte Ltd, a Shareholder of the Company, is wholly-owned by Poh Beng Swee and Soh Dolly. Poh Beng Swee and Soh Dolly are also the directors of PohConnect Holdings Pte Ltd.

(4) Ho Hong Lian Jean is the niece of Soh Dolly.

(5) Poh Beng Seng is the brother of Poh Beng Swee.

(6) Poh Jin Kiat JJ is the nephew of Poh Beng Swee.

(7) Poh Jin Shen is the nephew of Poh Beng Swee.

(8) Soh Ivy is the sister of Soh Dolly.

(9) The 2,449,920 Shares are held through a nominee.

(10) Soh Kelvin is the brother of Soh Dolly.

8.2 Dealings in Relevant Securities

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

(a) save as set out in the table below, dealt for value in any Relevant Securities in the three (3)-month period prior to the Joint Announcement Date and up to the Latest Practicable Date;

Name	Date of Transaction	No. of Shares Acquired	No. of Shares Sold	Transaction Price per Share (S$)
SD	27 August 2015	8,000	–	0.24
PBS	25 November 2015	2,433,700	–	0.30
PBS	26 November 2015	1,074,400	–	0.30
PBS	27 November 2015	333,200	–	0.30
PBS	30 November 2015	158,700	–	0.30
PBS	1 December 2015	252,800	–	0.30
PBS	2 December 2015	87,000	–	0.30
PBS	3 December 2015	819,000	–	0.30
PBS	4 December 2015	243,100	–	0.30
PBS	7 December 2015	795,400	–	0.30
PBS	8 December 2015	349,600	–	0.30
PBS	9 December 2015	1,333,300	–	0.30
PBS	10 December 2015	500,800	–	0.30
PBS	11 December 2015	2,342,000	–	0.30
PBS	14 December 2015	1,483,000	–	0.30
PBS	15 December 2015	343,000	–	0.30
PBS	16 December 2015	197,000	–	0.30
PBS	17 December 2015	648,400	–	0.30
PBS	18 December 2015	199,800	–	0.30
PBS	21 December 2015	298,300	–	0.30
PBS	22 December 2015	31,400	–	0.30
PBS	23 December 2015	36,000	–	0.30
PBS	28 December 2015	539,700	–	0.30
PBS	30 December 2015	500	–	0.30
PBS	4 January 2016	2,273,300	–	0.30
PBS	5 January 2016	53,200	–	0.30
PBS	6 January 2016	30,000	–	0.30

(b) save for the Irrevocable Undertakings and the Additional Irrevocable Undertaking set out in Section 3 of this Exit Offer Letter entitled "Irrevocable Undertakings and Additional Irrevocable Undertaking", 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 Additional Irrevocable Undertaking, the Share Charges (as defined below) and the Debenture (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 Share Charges (as defined below) and the Debenture (as defined below), (i) granted a security interest over any Relevant Securities to another person, whether through a charge, pledge or otherwise, (ii) borrowed from another person any Relevant Securities (excluding borrowed securities which have been on-lent or sold); or (iii) lent any Relevant Securities to another person as at the Latest Practicable Date.

The Offeror has obtained a Loan to partially fund the acquisition of the Offer Shares pursuant to the Exit Offer. As a security for the repayment of the Loan, PBS has, *amongst others*, created a charge over 100,000,000 Shares (representing 38.64% of the total number of issued Shares) ("**Charged Shares**") including all rights, benefits and proceeds in respect of or derived from the Charged Shares in favour of RHB Bank Berhad. In addition, the Offeror will also create a charge over the Charged Shares in favour of RHB Bank Berhad after the acceptance of the Exit Offer by PBS and the Charged Shares having been transferred to the CDP securities account of the Offeror (collectively the "**Share Charges**"). For the avoidance of doubt, notwithstanding the Share Charges, PBS is free to transfer the Charged Shares to the Offeror pursuant to his acceptance of the Exit Offer in fulfilment of his Irrevocable Undertaking.

The Offeror has also charged all its assets in favour of RHB Bank Berhad under a deed of debenture covering all amounts due and owing under the Loan ("**Debenture**").

Based on the latest information available to the Offeror, SMK, who has provided the Additional Irrevocable Undertaking, has not dealt for value in any Relevant Securities in the three (3)-month period prior to the Joint Announcement Date and up to the Latest Practicable Date.

9. GENERAL

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

Save for the Irrevocable Undertakings, the Additional Irrevocable Undertaking, the Shareholder's Loan (as defined below), and otherwise disclosed in this Exit Offer Letter, there is no agreement, arrangement or understanding as at the Latest Practicable Date between (i) the Offeror or its Concert Parties and (ii) 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.

PBS will grant a shareholder's loan to the Offeror to partially fund the acquisition of the Offer Shares by the Offeror pursuant to the Exit Offer (the "**Shareholder's Loan**").

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, 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 (within the meaning of Section 6 of the Companies Act) or for the purpose of granting security in favour of financial institutions which have extended credit facilities to it.

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.

ADDITIONAL INFORMATION ON THE COMPANY

1. DIRECTORS

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

Name	Address	Designation
Poh Beng Swee	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Chairman and Chief Executive Officer
Soo Kam Beng @ Soo Man Kheng	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Executive Director
Soh Dolly	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Non-Executive Director
Chan Ying Lock	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Lead Independent Director
Ngiam Tong Tau	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Independent Non-Executive Director
Wong Choo You	c/o Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430	Independent Non-Executive Director

2. SHARE CAPITAL

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S$30,026,424 comprising 258,772,238 Shares and there are no shares held in treasury.

3. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as disclosed in this Exit Offer Letter and save for information on the Group which is publicly available (including without limitation, the announcements released by the Company on the SGX-ST and the documents as set out below) and save as may be announced by the Company from time to time, there has not been, within the knowledge of the Offeror, any material change in the financial position or prospects of the Company since 31 December 2014, being the date of the last audited balance sheet of the Company laid before the Shareholders in general meeting:

(a) the audited consolidated financial statements of the Group for the financial year ended 31 December 2014; and

(b) the unaudited consolidated financial statements of the Group for the half-year financial period ended 30 June 2015.

4. REGISTERED OFFICE

The registered office of the Company is at Zagro Global Hub, 5 Woodlands Terrace #06-00, Singapore 738430.

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