

AZTECH GROUP LTD.
(Incorporated in Singapore on 6 August 1986)
(Company Registration Number: 198601642R)

Proposed Voluntary Delisting of Aztech Group Ltd.

- Information for Shareholders

1. INTRODUCTION

The Board of Directors of Aztech Group Ltd. (the "**Company**") refers to its announcements of 20 September 2016, 21 September 2016, 22 December 2016, 6 January 2017, 12 January 2017 and 13 January 2017, and the circular dated 22 December 2016 ("**Circular**") issued by the Company in relation to the proposed voluntary delisting of the Company from the Official List of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") pursuant to Rules 1307 and 1309 of the listing manual of the SGX-ST (the "**Proposed Delisting**").

As the Company has received several queries on the Proposed Delisting, the Board of Directors has requested the release of this announcement on Frequently Asked Questions for the benefit of all Shareholders.

All capitalized terms used and not defined herein shall have the same meanings given to them in the Circular.

2. FREQUENTLY ASKED QUESTIONS

Question 1:	Will the Company be delisted?
Response:	Yes , the Company's Shares will be delisted as the Exit Offer has turned unconditional in all respects. Please refer to the Offeror's announcement on 12 January 2017.

Question 2:	Is it true that the Offeror does not have to wait for the acceptance level of the Exit Offer to reach 90% for the Company to be delisted?
Response:	Yes , there is no need to wait until the acceptance level of the Exit Offer reaches 90% for the Company to be delisted. The 90% acceptance level is only relevant in so far as it will entitle the Offeror to exercise its rights of compulsory acquisition under Section 215(1) of the Companies Act.

<p>Question 3:</p>	<p>(i) Must Shareholders who want to accept the Exit Offer send in the acceptance form?</p> <p>(ii) What happens to Shareholders who do not send in the acceptance form?</p>
<p>Response:</p>	<p>(i) Yes, to accept the Exit Offer, Shareholders must send in a validly completed acceptance form before the Closing Date.</p> <p>(ii) Shareholders who do not send in a validly completed acceptance form before the Closing Date will continue to hold shares in the Company upon the delisting of the Company. The following scenarios are likely after the Company is delisted:</p> <ul style="list-style-type: none"> a) Shareholders may find it difficult to sell their Shares in the absence of a public market for the Shares. b) Even if such Shareholders are able to sell their Shares, they may receive a lower price as compared with the market prices of the shares of comparable listed companies, or as compared with the Exit Offer Price. c) Any transfer or sale of Shares represented by share certificates will be subject to stamp duty.

<p>Question 4:</p>	<p>If Shareholders who have not accepted the Exit Offer wish to do so now, what should they do?</p>
<p>Response:</p>	<p>Shareholders who wish to accept the Exit Offer must send in a validly completed acceptance form before the Closing Date.</p> <p>Details on “Instructions to accept the Exit Offer”, “How to complete the FAA” are set out in the Annex 1 to this announcement. A copy of the FAA is attached in Annex 2.</p> <p>The Exit Offer Letter and the relevant Acceptance Forms were dispatched to Shareholders on 22 December 2016. Shareholders are advised to read the Exit Offer Letter and the respective Acceptance Forms in their entirety.</p> <p>Shareholders who have not received or have misplaced the Exit Offer Letter and/or the Acceptance Forms can print out the Acceptance Form attached in Annex 2 (if he is a Depositor) of this FAQs.</p> <p>Alternatively, they should contact The Central Depository (Pte) Limited (if he is a Depositor) at 9 North Buona Vista Drive #01-19/20 The Metropolis Singapore 138588 or B.A.C.S Private Limited (if he is a Scripholder), at 8 Robinson Road #03-00 ASO Building Singapore 048544, without delay during normal business hours or download the same from SGXNET.</p>

Question 5:	Will there be a compulsory acquisition?
Response:	<p>As at the date of this announcement, there is no certainty a compulsory acquisition will take place. The Offeror may not acquire a sufficient number of Shares pursuant to the Exit Offer for the rights of compulsory acquisition pursuant to Section 215(1) or Section 215(3) of the Companies Act to be exercised.</p> <p>Note: <i>Pursuant to Section 215(1) of the Companies Act, in the event that the Offeror acquires 90% or more of the total issued 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. In addition, Shareholders who have not accepted the Exit Offer 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 respective nominees acquire, pursuant to the Exit Offer, such number of Shares which, together with the Shares held by the Offeror, its related corporations and/or their respective nominees, comprise 90% or more of the total issued Shares (excluding treasury Shares).</i></p> <p><i>In the event neither the Offeror nor the Dissenting Shareholders are entitled to exercise their rights under Section 215(1) and 215(3) of the Companies Act, respectively, the Company will be delisted, and the Shareholders who do not accept that Exit Offer will be left holding Shares in an unlisted company.</i></p>
Question 6:	When does the Offer close?
Response:	<p>With reference to the Offeror's announcement on 16 January 2017, the Exit Offer closes on 6 February 2017 at 5.30 p.m. (Singapore Time) (or such later date(s) as may be announced from time to time by or on behalf of the Offeror.</p>

3. DIRECTORS' RESPONSIBILITY STATEMENT

The directors of the Company ("**Director**") (including any Director who may have delegated detailed supervision of this announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed herein (other than those relating to the Offeror and parties acting in concert with it) are fair and accurate and that there are no other material facts not contained in this announcement, the omission of which would make any statement in this announcement misleading. Where any information in this announcement has been extracted or reproduced from published or publicly available sources or obtained from the Offeror, the sole responsibility of the Directors has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, accurately reflected or reproduced in this announcement. The Directors jointly and severally accept responsibility accordingly.

BY ORDER OF THE BOARD

Pavani Nagarajah
Company Secretary
19 January 2017

ANNEX 1

Instructions to accept the Exit Offer

TO ACCEPT THE EXIT OFFER

1. Locate the FAA (for Depositors) or the FAT (for Scripholders) in the package despatched to all shareholders on 22 December 2016, or obtain the relevant form from:
 - (a) the SGX-ST's website at <http://www.sgx.com>;
 - (b) The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 (in respect of the FAA); or
 - (c) the Registrar, B.A.C.S Private Limited, at 8 Robinson Road #03-00 ASO Building Singapore 048544 (in respect of the FAT).
2. FILL in your details and SIGN the FAA/FAT. Instructions on how to complete the forms are set out in the FAA/FAT and in **Appendix I** of the Exit Offer Letter.
3. Return the completed and signed form in the enclosed pre-addressed envelope so as to arrive by **no later than 5.30 p.m. (Singapore time) on 6 February 2017** (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).

Overseas Shareholders should read paragraph 13 of the Exit Offer Letter.

CPFIS/SRS Investors who wish to accept the Exit Offer should contact their respective CPF/SRS Agent Banks (namely DBS Bank, Oversea-Chinese Banking Corporation Limited or United Overseas Bank Limited).

How to complete the FAA

1. Look for the FAA which forms part of the Exit Offer Letter
2. Check or fill in your personal particulars and Securities Account Number
3. Under Section A, fill in the number of Offer Shares that you wish to tender in acceptance of the Exit Offer
4. Fill in the applicable date and proceed to sign off on the bottom right hand corner of the FAA

THIS FORM OF ACCEPTANCE AND AUTHORIZATION FOR OFFER SHARES (THE "FAA") IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEAR BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, OR AN ADVISOR OF OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

THIS FAA RELATES TO THE EXIT OFFER LETTER DATED 21 NOVEMBER 2016 (THE "EXIT OFFER LETTER") IN RELATION TO THE EXIT OFFER (AS DEFINED BELOW), UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE. CAPITALISED TERMS USED IN THIS FAA SHALL HAVE THE SAME MEANING AS GIVEN IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS (AS DEFINED BELOW) WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED (CDP) MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE EXIT OFFER LETTER.

THE EXIT OFFER (THE "EXIT OFFER") IS MADE IN CONNECTION WITH THE PROPOSED VOLUNTARY DELISTING OF AZTECH GROUP LTD. (THE "COMPANY") BY MAYBANK KIM ENG SECURITIES PTE. LTD. ("MKE") FOR AND ON BEHALF OF AYS INVESTMENTS PTE. LTD. (THE "OFFEROR") TO ACQUIRE ALL THE ISSUED AND PENDING ORDINARY SHARES IN THE CAPITAL OF THE COMPANY OTHER THAN THOSE SHARES HELD BY CERTAIN AND THOSE SHARES ALREADY OWNED OR CONTROLLED OR ACQUIRED TO BE ACQUIRED BY THE OFFEROR (THE "OFFER SHARES") UNDER THE EXIT OFFER. THE OFFEROR WILL OFFER THE SHAREHOLDERS OF THE COMPANY ("SHAREHOLDERS") S\$0.42 IN CASH ("EXIT OFFER PRICE") FOR EACH OFFER SHARE TENDERED IN ACCEPTANCE OF THE EXIT OFFER.

**EXIT OFFER FOR THE OFFER SHARES OF
AZTECH GROUP LTD.**

FORM OF ACCEPTANCE AND AUTHORIZATION FOR OFFER SHARES
(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
Last date and time for acceptance of the Exit Offer: 5.30 p.m. (Singapore time) on (22 December) 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").	If your purchase of the Offer Shares was settled through your Central Provident Fund ("CPF") approved agent bank, finance company or depository agent and you wish to accept the Exit Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Schemes, finance company or depository agent. In such instance, you need not submit this FAA to CDP.

To: AYS INVESTMENTS PTE. LTD.
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S\$0.42 in cash for each Offer Share, as stated in the Exit Offer Letter.

The acceptance of the Exit Offer at the Exit Offer Price, by way of execution of this FAA in accordance with Section A below, is conditional upon the Exit Offer becoming or being declared unconditional in all respects and is subject to the terms and conditions set out below and in the Exit Offer Letter.

Irrevocable Acceptance. My/Our execution of this FAA shall constitute my/our irrevocable acceptance of the Exit Offer, upon the terms and subject to the conditions contained in the Exit Offer Letter and this FAA.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the above-mentioned Offer Shares to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Exit Offer Letter.

Warranty. We irrevocably and irrevocably warrant that the Offer Shares in respect of which the Exit Offer is accepted by means aforesaid, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter accruing thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions (if any) which may be declared paid or made by the Company on or after the Joint Announcement Date.

CDP Authorization - Suspense Account. I/We irrevocably authorize CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Offer Shares in respect of which I/we have accepted the Exit Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Exit Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such Offer Shares from my/our Securities Account into a suspense account).

CDP Authorization - Transfer. I/We irrevocably authorize CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Offer Shares in respect of which I/we have accepted the Exit Offer on the date of settlement of the consideration for such Offer Shares, in the event the Delisting Proposal Conditions, including the Minimum Acceptance Condition, are satisfied, in accordance with its terms.

CDP Authorization - Disclosure. I/We irrevocably authorize CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's records, including without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Offer Shares standing to the credit of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Exit Offer, information pertaining to the level of acceptance of the Exit Offer and any other information to the Offeror, the Transferee, MKE(s) (which is acting for and on behalf of the Offeror), and any other relevant parties as CDP may deem fit for the purposes of the Exit Offer and my/our acceptance thereof.

Return of Offer Shares. In the event that the Delisting Proposal Conditions are not satisfied, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Exit Offer will be transferred to the "True Balance" of my/our Securities Account as soon as possible in any event not later than 14 days from the lapse of the Exit Offer.

Exit Offer Unconditional. I/We understand that if I/we have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Delisting Proposal Conditions, including the Minimum Acceptance Condition, are satisfied, CDP will send me/us a notification letter stating the number of Offer Shares debited from my/our 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 my/our mailing address as it appears in the records of CDP at my/our own risk or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions, as soon as practicable and in any event:

- (a) in respect of acceptance of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within 10 days of that date; or
- (b) in respect of acceptance of the Exit Offer which are complete and valid in all respects and are received after the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Closing Date, within 10 days of the date of such receipt.

SECTION A - ACCEPTANCE THROUGH FAA

I/We hereby irrevocably authorize CDP to effect the transfer from my/our Securities Account with CDP of the following number of Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:

Part A	Number of Offer Shares now standing to the credit of the "True Balance" of my/our Securities Account in respect of which the Exit Offer is accepted
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NOTE: Please refer to paragraphs 2 and 3 of page 2 of this FAA for instructions on inserting the number of Offer Shares above.

Please indicate the number of Offer Shares you wish to tender in acceptance of the Exit Offer

PLEASE SIGN HERE

Date _____

Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors.
For corporations, please sign as per your signing mandate and appropriate. This Condition shall be treated in accordance with your Constitution or relevant constitutive documents.

EXIT OFFER IN CONNECTION WITH THE PROPOSED VOLUNTARY DELISTING OF AZTECH GROUP LTD.
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Who can you call if you need help

Please call Maybank Kim Eng Securities Pte. Ltd. at +65 6231 5181 during office hours if you have any enquiries about the Exit Offer, or if you need assistance to complete the relevant Acceptance Forms.

ANNEX 2

Form of Acceptance and Authorisation (“FAA”)

THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES (THE "FAA") IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEAR BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAA RELATES TO THE EXIT OFFER LETTER DATED 22 DECEMBER 2016 (THE "EXIT OFFER LETTER") IN RELATION TO THE EXIT OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA BEAR THE SAME MEANING ASCRIBED IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS (AS DEFINED BELOW) WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE EXIT OFFER LETTER.

THE EXIT OFFER (THE "EXIT OFFER") IS MADE IN CONNECTION WITH THE PROPOSED VOLUNTARY DELISTING OF AZTECH GROUP LTD. (THE "COMPANY") BY MAYBANK KIM ENG SECURITIES PTE. LTD. ("MKES"), FOR AND ON BEHALF OF AVS INVESTMENTS PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF THE COMPANY, OTHER THAN THOSE SHARES HELD IN TREASURY AND THOSE SHARES ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR (THE "OFFER SHARES"). UNDER THE EXIT OFFER, THE OFFEROR WILL OFFER THE SHAREHOLDERS OF THE COMPANY ("SHAREHOLDERS") S\$0.42 IN CASH ("EXIT OFFER PRICE") FOR EACH OFFER SHARE TENDERED IN ACCEPTANCE OF THE EXIT OFFER.

**EXIT OFFER FOR THE OFFER SHARES OF
AZTECH GROUP LTD.**

FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES

(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
<p>Last date and time for acceptance of the Exit Offer: 5.30 p.m. (Singapore time) on 23 January 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").</p>	<p>If your purchase of the Offer Shares was settled through your Central Provident Fund ("CPF") approved agent bank, finance company or depository agent and you wish to accept the Exit Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, finance company or depository agent. In such instances, you need not submit this FAA to CDP.</p>

To: **AVS INVESTMENTS PTE. LTD.**
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S\$0.42 in cash for each Offer Share, as stated in the Exit Offer Letter.

The acceptance of the Exit Offer at the Exit Offer Price, by way of execution of this FAA in accordance with Section A below, is conditional upon the Exit Offer becoming or being declared unconditional in all respects and is subject to the terms and conditions set out below and in the Exit Offer Letter.

Irrevocable Acceptance. My/Our execution of this FAA shall constitute my/our irrevocable acceptance of the Exit Offer, upon the terms and subject to the conditions contained in the Exit Offer Letter and this FAA.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the above-mentioned Offer Shares to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Exit Offer Letter.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Exit Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions (if any) which may be declared paid or made by the Company on or after the Joint Announcement Date.

CDP Authorisation – Suspense Account. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Offer Shares in respect of which I/we have accepted the Exit Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Exit Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such Offer Shares from my/our Securities Account into a suspense account).

CDP Authorisation – Transfer. I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Offer Shares in respect of which I/we have accepted the Exit Offer on the date of settlement of the consideration for such Offer Shares, in the event the Delisting Proposal Conditions, including the Minimum Acceptance Condition, are satisfied, in accordance with its terms.

CDP Authorisation – Disclosure. I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Offer Shares standing to the credit of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Exit Offer, information pertaining to the level of acceptance of the Exit Offer and any other information to the Offeror, the Transferee, MKES (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Exit Offer and my/our acceptance thereof.

Return of Offer Shares. In the event that the Delisting Proposal Conditions are not satisfied, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Exit Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but in any event not later than 14 days from the lapse of the Exit Offer.

Exit Offer Unconditional. I/We understand that if I/we have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Delisting Proposal Conditions, including the Minimum Acceptance Condition, are satisfied, CDP will send me/us a notification letter stating the number of Offer Shares debited from my/our 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 my/our mailing address as it appears in the records of CDP at my/our own risk or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions, as soon as practicable and in any event:

- (a) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within 10 days of that date; or
- (b) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received after the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Closing Date, within 10 days of the date of such receipt

SECTION A – ACCEPTANCE THROUGH FAA			
I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:			
<table border="1"> <tr> <td data-bbox="214 1832 287 1878">Part A</td> <td data-bbox="287 1832 1133 1878">Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted</td> </tr> </table>	Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted	<p align="center">Please indicate the number of Offer Shares you wish to tender in acceptance of the Exit Offer</p>
Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted		
<p>NOTE: Please refer to paragraphs 2 and 3 of page 2 of this FAA for instructions on inserting the number of Offer Shares above.</p>			
Date	<p align="center">Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors. For corporations, please sign as per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.</p>		

←
PLEASE SIGN HERE

INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Exit Offer in respect of all or part of the total number of Offer Shares standing to the credit of the "Free Balance" of their Securities Account or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix 1 to the Exit Offer Letter.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Exit Offer in respect of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for Offer Shares (the "FAT") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of the Company, from **B.A.C.S. Private Limited, 8 Robinson Road #03-00, ASO Building, Singapore 048544**.

1. **Acceptance.** If you wish to accept the Exit Offer using this FAA, it must be completed and signed strictly in the manner set out in Section A overleaf and in accordance with the provisions and instructions of the Exit Offer Letter and then submit the signed original to **AVS Investments Pte. Ltd., c/o The Central Depository (Pte) Limited by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934**, so as in either case your acceptance should be submitted **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 23 JANUARY 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**. Proof of posting is not proof of receipt by the Offeror at the above addresses. 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 for all posting outside of Singapore.

The Offeror, CDP and/or MKES will be authorised and entitled, in their absolute discretion, to reject any acceptances of the Exit Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Exit Offer Letter and in this FAA or which are otherwise incomplete, incorrect, unsigned or invalid in any respect. It is your responsibility to ensure that this FAA is properly completed in all respects, signed and all supporting documents, where applicable, are provided. Any decision to reject this FAA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted will be final and binding and neither CDP, MKES nor the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and MKES reserve 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 in the Exit Offer Letter or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAA. CDP takes no responsibility for any decision made by the Offeror or MKES. Acceptances in the form of this FAA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. **Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.** Please insert in Part A on page 1 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Exit Offer is accepted. Subject to the provisions of paragraph 3 below, if the number of Offer Shares inserted in Part A of this FAA exceeds the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the date of receipt of this FAA by CDP (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) or, if no such number of Offer Shares is inserted in Part A, then you are deemed to have accepted the Exit Offer in respect of all the Offer Shares already 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 or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date).
3. **Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST, a FAA in respect of such Offer Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Exit Offer in respect of such Offer Shares, you should, after the "Free Balance" of your securities account has been credited with such number of Offer Shares, complete, sign and return that FAA in accordance with the instructions contained herein. If you do not receive that 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.
4. **Rejection.** If you purchase Offer Shares on the SGX-ST, your acceptance in respect of such Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by 5.00 p.m. (Singapore time) on the Date of Receipt or 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date). None of CDP, MKES and the Offeror accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.
5. **Acceptance via SGX-SSH service (This section is applicable to Depository agents only).** Depository Agents may accept Offer Shares via the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Exit Offer Letter as if the FAA had been completed and delivered to CDP.
6. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should be sent by the quickest means (for example, express air mail) to the Depositor for execution, or if he has executed a Power of Attorney, this FAA may be signed by the Attorney but the signature must be accompanied by a statement reading "**signed under the Power of Attorney which is still in force, no notice of revocation having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.
7. **Deceased Holders**
 - (a) **If the sole Securities Account holder is deceased and if:**
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be signed by all the personal representative(s) of the deceased and lodged with **AVS Investments Pte. Ltd., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934; or**
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must go to CDP personally together to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.
 - (b) **If one of the joint Securities Account holders is deceased and if:**
 - (i) it is a Joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint holder(s).
 - (ii) it is a Joint signatories account, this FAA must be signed by **ALL** surviving joint holder(s) and lodged with the **AVS Investments Pte. Ltd. c/o The Central Depository (Pte) Limited, by hand 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder.
8. **Conclusive Evidence.** Lodgement of this FAA with **AVS Investments Pte. Ltd., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934** duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee and CDP of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates. Upon receipt of this FAA, CDP will transfer the Offer Shares in respect of which you have accepted the Exit Offer from the "Free Balance" of your Securities Account to a "Suspense Account". Such Offer Shares will be held in the "Suspense Account" until the consideration for such Offer Shares has been despatched to you.
9. **Governing Law and Third Party Rights.** By completing and delivering this FAA, you agree that the agreement arising from the acceptance of the Exit Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAA or the Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter and this FAA, has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained 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.

No acknowledgement will be given for submissions made. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the consideration under the Exit Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Offer Shares to which this FAA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until the Delisting Proposal Conditions, including the Minimum Acceptance Condition, are satisfied and all relevant documents have been properly completed and lodged with AVS Investments Pte. Ltd., c/o The Central Depository (Pte) Limited, by hand 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934.

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

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares in your Securities Account. You can verify the number of Offer Shares in your Securities Account:- (a) through CDP Online if you have registered for CDP Internet Access Service or (b) through CDP Phone Service if you have a T-Pin.