

OFFER DOCUMENT DATED
13 APRIL 2021

VOLUNTARY CONDITIONAL CASH OFFER

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



NEO GROUP

Neo Group Limited

(Company Registration No. 201207080G)
(Incorporated in the Republic of Singapore)

by



United Overseas Bank Limited

(Company Registration No.: 193500026Z)
(Incorporated in the Republic of Singapore)

for and on behalf of

Forestt Investment Pte. Ltd.

(Company Registration No. 202109334E)
(Incorporated in the Republic of Singapore)



OFFER PRICE

**For each Offer Share | S\$0.60
in cash**

The Offer Price is FINAL and subject to the terms in this Offer Document, the Offeror does NOT intend to revise the Offer Price

CLOSE OF THE OFFER

ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 11 MAY 2021, OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR.

IMPORTANT NOTICE

If you are in any doubt about the Offer (as defined herein) or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

United Overseas Bank Limited ("UOB") is acting for and on behalf of Forestt Investment Pte. Ltd. (the "Offeror") and does not purport to advise the shareholders of Neo Group Limited (the "Company") and/or any other person.

If you have sold or transferred all your issued and fully paid-up ordinary shares in the capital of the Company ("Shares") held through The Central Depository (Pte) Limited ("CDP"), you need not forward this Offer Document and the accompanying Form of Acceptance and Authorisation for Offer Shares ("FAA") to the purchaser or transferee as arrangements will be made by CDP for a separate Offer Document and the FAA to be sent to the purchaser or transferee. If you have sold or transferred all your Shares which are not held through CDP, you should immediately hand this Offer Document and the accompanying Form of Acceptance and Transfer for Offer Shares ("FAT") to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer for onward transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted to any jurisdiction outside of Singapore.

**THIS OFFER DOCUMENT
IS IMPORTANT AND
REQUIRES YOUR IMMEDIATE
ATTENTION.
PLEASE READ IT
CAREFULLY.**

The views of the directors of the Company who are considered independent for the purposes of the Offer (the "Independent Directors") and the independent financial adviser to the Independent Directors on the Offer will be made available to you in due course by the Company. You may wish to consider their views before taking any action in relation to the Offer.

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

The procedures for acceptance of the Offer are set out in Appendix 2 to this Offer Document and in the accompanying FAA and/or FAT (as applicable).

What should I know about the Offer?

1 The Offer

On 30 March 2021, United Overseas Bank Limited (“**UOB**”) announced, for and on behalf of Forestt Investment Pte. Ltd. (the “**Offeror**”), that the Offeror intends to make a voluntary conditional cash offer (the “**Offer**”) for all of the issued and paid-up ordinary shares (the “**Shares**”) in the capital of Neo Group Limited (the “**Company**”).

2 The Offeror

The Offeror is an investment holding company incorporated in Singapore for the purpose of undertaking the Offer. Mr. Neo Kah Kiat (“**Mr. Neo**”) and Ms. Liew Oi Peng (“**Ms. Liew**”) hold 90% and 10% of the shares in the capital of the Offeror, respectively.

Mr. Neo is the founder of the Company and its subsidiaries (the “**Group**”), and the Chairman and Chief Executive Officer of the Company. Ms. Liew is an Executive Director of the Company.

3 What do I get for my Offer Shares?

Offer Price: **S\$0.60** in cash for each Offer Share

The Offer Price is final and subject to the terms of this Offer Document, the Offeror does not intend to revise the Offer Price.

An illustration of the consideration to be received by a Shareholder who validly accepts the Offer¹:

1,000 Shares	=	S\$600 in cash
10,000 Shares	=	S\$6,000 in cash
50,000 Shares	=	S\$30,000 in cash

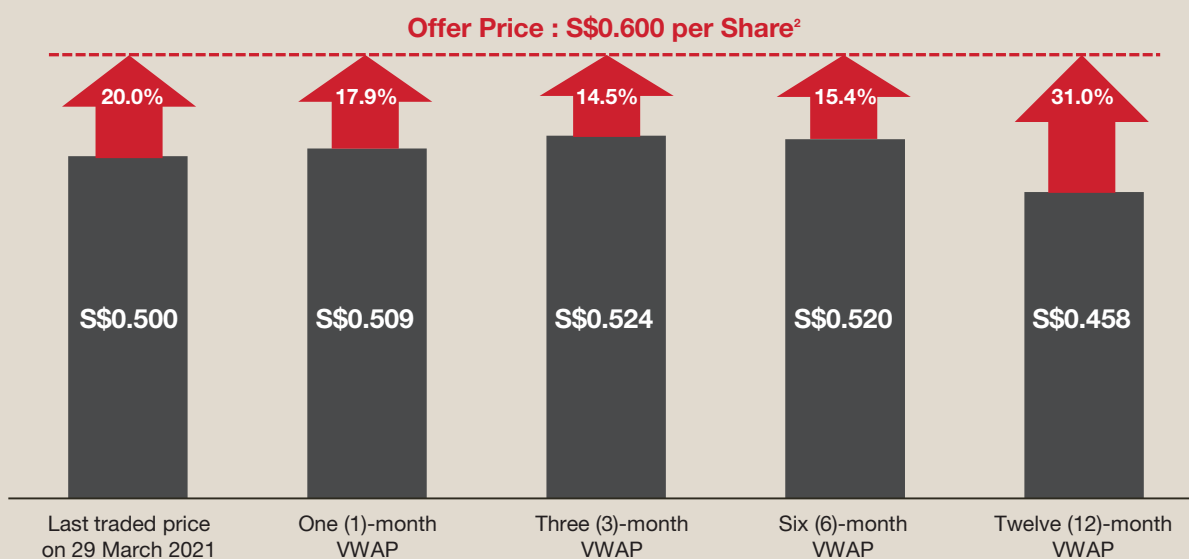
Note:

1. Assuming the Offer becomes or is declared unconditional in all respects in accordance with its terms.

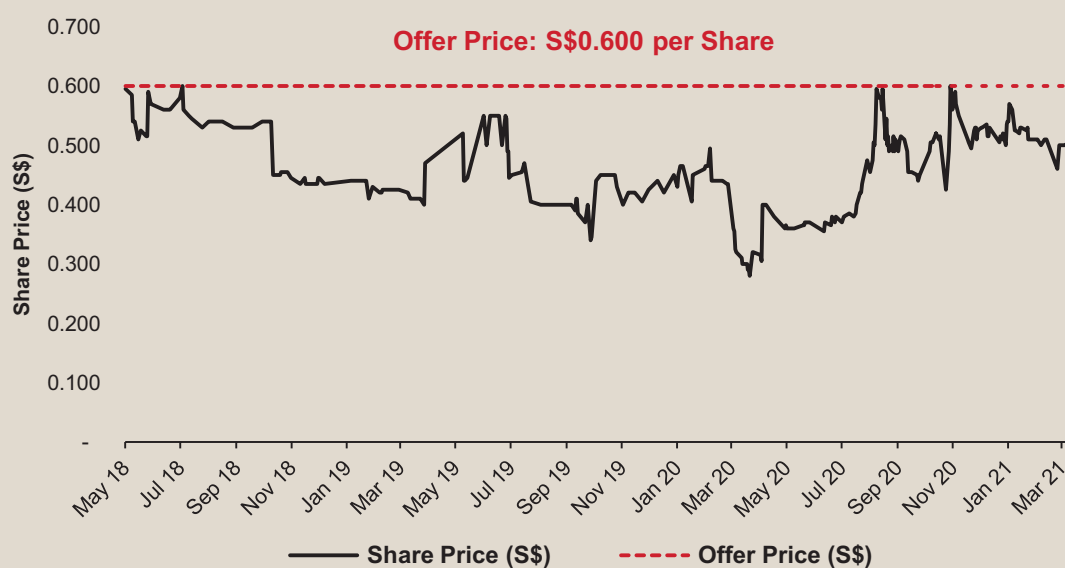
What should I know about the Offer?

4 Rationale for the Offer

- Opportunity for Shareholders to realise their investment in the Shares at a premium to market price without incurring brokerage costs



The Offer Price represents the highest closing price of the Shares in over 2.5 years preceding the Last Trading Day.



Note:

- The historical market prices of the Shares (rounded to the nearest three (3) decimal places) and the corresponding premia (rounded to the nearest one (1) decimal place) are computed based on data extracted from Bloomberg L.P..

What should I know about the Offer?

4 Rationale for the Offer

■ Opportunity for Shareholders who may find it difficult to exit their investment in the Company due to low trading liquidity

The trading volume of the Shares has been low. The average daily trading volume³ of the Shares over the one (1)-month period, three (3)-month period, six (6)-month period and twelve (12)-month period up to and including the Last Trading Day are detailed in the table below.

	Average daily trading volume ³ ("ADTV")	ADTV as a percentage of total Shares
One (1)-month period prior to and including the Last Trading Day	4,429	0.003%
Three (3)-month period prior to and including the Last Trading Day	13,582	0.01%
Six (6)-month period prior to and including the Last Trading Day	20,979	0.01%
Twelve (12)-month period prior to and including the Last Trading Day	43,042	0.03%

■ Greater management flexibility

The Offeror is making the Offer with a view to delisting and privatising the Company. The Offeror believes that delisting and privatising the Company will provide the Offeror and the Company with greater control and management flexibility to manage the business of the Group, respond to the changing market conditions and optimise the use of the Company's management and resources.

■ No necessity for access to capital markets

The Company has not carried out any exercise to raise equity capital on the SGX-ST since its listing in 2012. The Company is unlikely to require access to Singapore equity capital markets to finance its operations in the foreseeable future as the Company has various other available funding sources such as bank credit facilities.

■ Costs of maintaining listing status

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements under the Catalist Rules. In the event that the Company is delisted from the SGX-ST, the Company will be able to save on expenses and costs relating to the maintenance of a listed status and channel such resources to its business operations.

5 What is the Offeror's intention for the Company?

The Offeror intends to privatise and delist the Company from the SGX-ST

Pursuant to Section 215(1) of the Companies Act, if the Offeror receives valid acceptances pursuant to the Offer (or otherwise acquires Shares during the period when the Offer is open for acceptance) in respect of not less than 90% of the total number of issued Shares (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Offer and excluding any Shares held in treasury), **the Offeror would be entitled to and intends to exercise the right to compulsorily acquire** all the Shares of Shareholders who have not accepted the Offer, at a price equal to the Offer Price.

Note:

3. The average daily trading volumes are calculated by using the total volume of Shares traded divided by the number of market days with respect to the one (1)-month period, three (3)-month period, six (6)-month period and twelve (12)-month period up to and including the Last Trading Day.

What should I know about the Offer?

6 What is required for the Offer to become unconditional?

The Offer is conditional upon the Offeror having received, by the close of the Offer, valid acceptances in respect of such number of Offer Shares which, when taken together with any Offer Shares owned, controlled, acquired or agreed to be acquired by the Offeror and its Concert Parties before or during the Offer but otherwise than through acceptances of the Offer, will result in the Offeror and its Concert Parties holding such number of Shares carrying more than 90% of the voting rights attributable to the issued Shares (excluding any Shares held in treasury) as at the close of the Offer.

Mr. Neo and Ms. Liew, who respectively own 76.79% and 5.47% of the total number of issued Shares⁴, have irrevocably undertaken to accept the Offer. As at the Latest Practicable Date, based on responses to enquiries that the Offeror has made, the Offeror and its Concert Parties hold approximately 83.71% of the total number of issued Shares⁴.

7 Views of the Independent Directors and the IFA

The views of the directors of the Company who are considered independent for the purposes of the Offer (“**Independent Directors**”) and the independent financial adviser to the Independent Directors (the “**IFA**”) on the Offer will be made available by the Company to Shareholders within 14 days of the date of despatch of this Offer Document. Shareholders should consider their advice before taking any action in relation to the Offer.

8 When will Shareholders be paid after accepting the Offer?

Shareholders who accept the Offer **on or before** the date it becomes or is declared unconditional in all respects will be paid within seven (7) Business Days after the Offer becomes or is declared unconditional in all respects.

Shareholders who accept the Offer **after** it becomes or is declared unconditional in all respects will be paid within seven (7) Business Days after their valid acceptance is received.

How can I accept the Offer?

Step 1 Locate the Relevant Acceptance Form

If your Offer Shares are deposited with CDP

EITHER: If submitting by post, please look for the enclosed FAA and proceed to **Step 2A** on the next page

OR: If submitting in electronic form, go to SGX-ST’s Investor Portal at investors.sgx.com and proceed to **Step 2B** on the next page

If you are a SRS Investor or have Offer Shares held through nominees

Please contact your respective SRS Agent Bank or nominee directly

If your Offer Shares are not deposited with CDP

Please look for the enclosed FAT. An electronic copy of the FAT may be obtained on the website of the SGX-ST at www.sgx.com

Please refer to Appendix 2 to this Offer Document and the accompanying FAA and/or FAT (as applicable) for further information on the procedures for acceptance of the Offer.

Note:

4. Based on a total number of 147,350,959 Shares in issue as at the Latest Practicable Date.

How can I accept the Offer?

Step 2A

By Post: Fill in your details and return the FAA to accept the Offer

- Check or fill in your personal particulars, Securities Account Number and Offer Shares held by you.
- Under Section C, “All the Offer Shares indicated in Section A” OR “the number of Offer Shares as indicated in the box below” and fill in the number of Offer Shares in the “Free Balance” of your CDP Securities Account that you wish to tender in acceptance of the Offer.

C Declaration by Shareholder
I/we wish to accept the Offer for the number of Offer Shares as indicated below.


Choose one option

All the Offer Shares indicated in Section A,

OR

the number of Offer Shares as indicated in the box below

Choose one option for acceptance of the Offer



Scan QR Code to submit instructions online (applicable to Individual and Joint-Alt account holders only)

- Please proceed to sign and fill in the applicable date on the bottom of Section C of the FAA.

By signing below, I/we agree to the terms and conditions of the Offer as set out in the Offer Document and in this FAA, including the section “Authorisation” on page 2 of this FAA.

Sign here

Date here

Signature(s) of Depositor(s)/Joint Depositors

Date

- Return the completed FAA in the pre-addressed envelope which is enclosed with the FAA, so as to arrive **NO LATER THAN 5.30 p.m. (Singapore time) on 11 MAY 2021** (or such later date(s) as may be announced from time to time by or on behalf of the Offeror).

Step 2B

By Electronic Form: Through the SGX-ST’s Investor Portal

- If you wish to accept the Offer using the electronic form of the FAA, you may do so via the SGX-ST’s Investor Portal at investors.sgx.com (for individual and joint-alt account holders only)⁵.
- On SGX-ST’s Investor Portal website, look for the “Corporate Actions Form Submission” dashboard and click on the security name **Neo Group Limited**.
- Check that it is the Form of Acceptance and Authorisation for Offer Shares for **Neo Group Limited**, then click “Proceed”.
- Fill in your applicant account information as prompted, then click “Verify”.
- Fill in the number of Offer Shares of which you wish to accept the Offer, then click “Next”.
- Check the boxes to agree to the declarations, then click “Submit”.

Note:

5. Depositors who are corporations or joint-and account holders cannot submit their FAA in electronic form.

Important Dates and Times

Despatch of this Offer Document	13 April 2021
Despatch of the Company's circular containing the views of the Independent Directors and the IFA	No later than 27 April 2021
Closing date and time⁶	5.30 p.m. (Singapore time) on 11 May 2021 (or such later date(s) as may be announced from time to time by or on behalf of the Offeror)

Key Contact Information

Any inquiries relating to the Offer should be directed during office hours to:

United Overseas Bank Limited
Mergers & Acquisitions
Telephone: (65) 6539 7066

Important Notice

The information in this section is a summary of the Offer and is qualified by, and should be read in conjunction with, the full information contained in the rest of this Offer Document. In the event of any inconsistency or conflict between the terms of this summary and this Offer Document, the terms set out in this Offer Document shall prevail.

Nothing in this section is intended to be, or shall be taken as advice, recommendation or solicitation to the Shareholders or any other party. United Overseas Bank Limited is acting for and on behalf of the Offeror and does not purport to advise the Shareholders of the Company and/or any other person.

Shareholders should read the Company's circular in relation to the Offer after it is disseminated and carefully consider the information and advice contained in that circular.

Responsibility Statement

The Directors of the Offeror (including any who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that there are no other material facts not contained in this Offer Document, the omission of which would make any statement in this Offer Document misleading.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, in relation to the Company or the Group), the sole responsibility of the Directors of the Offeror has been to ensure, through reasonable enquiries, that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Offer Document.

The Directors of the Offeror jointly and severally accept full responsibility accordingly.

Note:

6. SRS Investors and other investors who hold Offer Shares through finance companies or Depository Agents will receive notification letter(s) from their respective SRS Agent Banks, finance companies and Depository Agents. Such investors should refer to those notification letter(s) for details of the last date and time (which may be earlier than the Closing Date) to reply to their respective SRS Agent Banks, finance companies and Depository Agents in order to accept the Offer.

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DEFINITIONS

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

<i>“Acceptance Forms”</i>	:	The FAA and the FAT collectively or any one of them, as the case may be
<i>“ACRA”</i>	:	The Accounting and Corporate Regulatory Authority of Singapore
<i>“Awards”</i>	:	Shall have the meaning ascribed to it in Section 2.8 (No Awards Offer) of the Letter to Shareholders in this Offer Document
<i>“Business Day”</i>	:	A day (other than Saturday, Sunday or a public holiday) on which commercial banks are open for business in Singapore
<i>“Catalist Rules”</i>	:	The Listing Manual Section B: Rules of Catalist of the SGX-ST
<i>“CDP”</i>	:	The Central Depository (Pte) Limited
<i>“Closing Date”</i>	:	5.30 p.m. (Singapore time) on 11 May 2021 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 Offer
<i>“Code”</i>	:	The Singapore Code on Take-overs and Mergers
<i>“Companies Act”</i>	:	The Companies Act, Chapter 50 of Singapore
<i>“Company”</i>	:	Neo Group Limited
<i>“Company Securities”</i>	:	(i) Shares; (ii) securities which carry voting rights in the Company; or (iii) convertible securities, warrants, options or derivatives in respect of the Shares or securities which carry voting rights in the Company
<i>“Concert Parties”</i>	:	Parties acting or presumed to be acting in concert with the Offeror in connection with the Offer
<i>“Date of Receipt”</i>	:	The date of receipt of the relevant Acceptance Form by CDP or the Registrar (as the case may be) on behalf of the Offeror (provided always that the date of receipt falls on or before the Closing Date)

<i>“DCS”</i>	:	Shall have the meaning ascribed to it in Paragraph 2 (Settlement for the Offer) of Appendix 1 to this Offer Document
<i>“Despatch Date”</i>	:	13 April 2021, being the date of despatch of this Offer Document
<i>“Directors”</i>	:	Directors of the Offeror as at the Latest Practicable Date, being Mr. Neo and Ms. Liew
<i>“Dissenting Shareholders”</i>	:	Shall have the meaning ascribed to it Section 11.1 (Compulsory Acquisition) of the Letter to Shareholders in this Offer Document
<i>“Distributions”</i>	:	Any dividends, rights and other distributions declared, paid or made by the Company in respect of the Shares
<i>“Electronic Acceptance”</i>	:	The SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents
<i>“Encumbrances”</i>	:	Any claims, charges, equities, mortgages, liens, pledges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever
<i>“FAA”</i>	:	Form of Acceptance and Authorisation for Offer Shares, which forms part of this Offer Document and which is issued to Shareholders whose Offer Shares are deposited with CDP
<i>“Facility”</i>	:	Shall have the meaning ascribed to it in Section 12.3 (Other Arrangements in the Company Securities) of the Letter to Shareholders in this Offer Document
<i>“FAT”</i>	:	Form of Acceptance and Transfer for Offer Shares, which forms part of this Offer Document and which is issued to Shareholders whose Offer Shares are not deposited with CDP
<i>“Final Day Rule”</i>	:	Shall have the meaning ascribed to it in Paragraph 1.5 (Final Day Rule) of Appendix 1 to this Offer Document
<i>“Group”</i>	:	The Company and its subsidiaries
<i>“IFA”</i>	:	The independent financial adviser to the directors of the Company who are considered independent for the purposes of the Offer
<i>“in scrip form”</i>	:	Shall have the meaning ascribed to it in Paragraph 2.1 (Shareholders whose Offer Shares are not deposited with CDP) of Appendix 2 to this Offer Document

<i>“Irrevocable Undertakings”</i>	:	Shall have the meaning ascribed to it in Section 5.1 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document
<i>“Last Trading Day”</i>	:	29 March 2021, being the last full Market Day on which the Shares were traded on the SGX-ST prior to the Offer Announcement Date
<i>“Latest Practicable Date”</i>	:	7 April 2021, being the latest practicable date prior to the printing of this Offer Document
<i>“Management Shareholders”</i>	:	Mr. Neo and Ms. Liew
<i>“Market Day”</i>	:	A day on which the SGX-ST is open for trading of securities
<i>“Minimum Acceptance Condition”</i>	:	Shall have the meaning ascribed to it in Section 2.5 (Minimum Acceptance Condition) of the Letter to Shareholders in this Offer Document
<i>“Mr. Neo”</i>	:	Mr. Neo Kah Kiat
<i>“Ms. Liew”</i>	:	Ms. Liew Oi Peng
<i>“Offer”</i>	:	The voluntary conditional cash offer by UOB, for and on behalf of the Offeror, to acquire the Offer Shares, on the terms and subject to the conditions set out in this Offer Document, the FAA and the FAT, as such offer may be amended, extended and revised from time to time by or on behalf of the Offeror
<i>“Offer Announcement”</i>	:	The announcement in connection with the Offer released by UOB, for and on behalf of the Offeror, on the Offer Announcement Date
<i>“Offer Announcement Date”</i>	:	30 March 2021, being the date of the Offer Announcement
<i>“Offer Document”</i>	:	This document dated 13 April 2021, including the FAA, the FAT, and any other document(s) which may be issued for and on behalf of the Offeror to amend, revise, supplement or update this document from time to time
<i>“Offer Period”</i>	:	The period commencing from the Offer Announcement Date until the date the Offer is declared to have closed or lapsed
<i>“Offer Price”</i>	:	S\$0.60 in cash for each Offer Share
<i>“Offer Shares”</i>	:	All the issued and paid-up Shares to which the Offer relates, as described in Sections 2.1 (Offer) and 2.2 (Offer Shares) of the Letter to Shareholders in this Offer Document

<i>“Offeror”</i>	:	Forestt Investment Pte. Ltd.
<i>“Offeror Shares”</i>	:	Ordinary shares in the capital of the Offeror
<i>“Options”</i>	:	Shall have the meaning ascribed to it in Section 2.7 (No Options Proposal) of the Letter to Shareholders in this Offer Document
<i>“Overseas Shareholder”</i>	:	A Shareholder whose address is outside Singapore as shown in the Register or in the Depository Register (as the case may be)
<i>“Record Date”</i>	:	In relation to any Distributions, the date on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such Distributions
<i>“Reference Period”</i>	:	The period commencing three (3) months prior to the Offer Announcement Date and ending on the Latest Practicable Date
<i>“Register”</i>	:	The register of holders of the Shares, as maintained by the Registrar
<i>“Registrar”</i>	:	Boardroom Corporate & Advisory Services Pte. Ltd., in its capacity as the share registrar of the Company
<i>“Relevant Day”</i>	:	Shall have the meaning ascribed to it in Paragraph 3.1 (Timing and Contents) of Appendix 1 to this Offer Document
<i>“Restricted Jurisdiction”</i>	:	Shall have the meaning ascribed to it in Section 14.1 (Overseas Jurisdictions) of the Letter to Shareholders in this Offer Document
<i>“Roll-over Arrangement”</i>	:	Shall have the meaning ascribed to it in Section 5.1 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document
<i>“Rule 22.6 Period”</i>	:	Shall have the meaning ascribed to it in Paragraph 1.4 (Offer to Remain Open for 14 Days After Being Declared Unconditional as to Acceptances) of Appendix 1 to this Offer Document
<i>“Securities Account”</i>	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
<i>“Settled Shares”</i>	:	Shall have the meaning ascribed to it in Paragraph 1.1(a)(ii) of Appendix 2 to this Offer Document

“Set-Off Amount”	:	Shall have the meaning ascribed to it in Section 5.1 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document
“SFA”	:	Securities and Futures Act, Chapter 289 of Singapore
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shareholders”	:	Holders of the Offer Shares, including persons whose Offer Shares are deposited with CDP or who have purchased Offer Shares on the SGX-ST
“Shares”	:	Ordinary shares in the capital of the Company
“Shut-Off Notice”	:	Shall have the meaning ascribed to it in Paragraph 1.4 (Offer to Remain Open for 14 Days After Being Declared Unconditional as to Acceptances) of Appendix 1 to this Offer Document
“SIC”	:	Securities Industry Council of Singapore
“SRS”	:	The Supplementary Retirement Scheme
“SRS Agent Banks”	:	Agent banks included under SRS
“SRS Investors”	:	Investors who hold Shares purchased pursuant to SRS
“UOB”	:	United Overseas Bank Limited
“Unsettled Buy Position”	:	Shall have the meaning ascribed to it in Paragraph 1.1(a)(ii) of Appendix 2 to this Offer Document
“VWAP”	:	Volume-weighted average price
“\$” or “S\$” and “cents”	:	Singapore dollars and cents, respectively
“%” or “per cent.”	:	Per centum or percentage

Acting in concert. The term “**acting in concert**” shall have the meaning ascribed to it in the Code.

Announcements and Notices. References to the making of an announcement or the giving of notice by the Offeror shall include the release of an announcement by UOB or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by 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.

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

Genders. 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, where applicable, include corporations.

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

Offer Document. References to “**Offer Document**” shall include the Acceptance Forms, unless the context otherwise requires.

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

Shareholders. References to “**you**”, “**your**” and “**yours**” in this Offer Document are, as the context so determines, to Shareholders.

Statutes. Any reference in this Offer Document 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 SFA, the Code or the Catalist Rules or any modification thereof and used in this Offer Document shall, where applicable, have the meaning assigned to it under the Companies Act, the SFA, the Code or the Catalist Rules or any modification thereof, as the case may be, unless the context otherwise requires.

Subsidiary and Related Corporation. References to “**subsidiary**” and “**related corporation**” shall have the meanings ascribed to them respectively in Sections 5 and 6 of the Companies Act.

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

Total number of issued Shares. Unless otherwise stated, references in this Offer Document to the total number of issued Shares are based on 147,350,959 Shares in issue as at the Latest Practicable Date (based on a search conducted with ACRA on such date), unless otherwise stated.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Offer Document 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 Offeror’s current expectations, beliefs, hopes, intentions or strategies 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 UOB 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.

LETTER TO SHAREHOLDERS



UNITED OVERSEAS BANK LIMITED

(Company Registration No.: 193500026Z)
(Incorporated in the Republic of Singapore)

13 April 2021

To: **The Shareholders of Neo Group Limited**

Dear Sir/Madam

VOLUNTARY CONDITIONAL CASH OFFER BY UOB FOR AND ON BEHALF OF THE OFFEROR FOR THE OFFER SHARES

1. INTRODUCTION

1.1 **Offer Announcement.** On 30 March 2021, UOB announced, for and on behalf of the Offeror, that the Offeror intends to make the Offer for the Offer Shares at the Offer Price of S\$0.60 for each Offer Share.

A copy of the Offer Announcement is available on the website of the SGX-ST at <http://www.sgx.com>.

1.2 **Offer Document.** This Offer Document contains the formal Offer by UOB, for and on behalf of the Offeror, to acquire all the Offer Shares subject to the terms and conditions set out in this Offer Document and the Acceptance Forms. This Offer Document, together with the Acceptance Forms, have been despatched to Shareholders on the Despatch Date. Shareholders are urged to read this Offer Document carefully.

2. THE OFFER

2.1 **Offer.** UOB, for and on behalf of the Offeror, hereby makes the Offer to acquire all the Shares in accordance with Rule 15 of the Code and on the terms and subject to the conditions set out in this Offer Document, the FAA and the FAT.

2.2 **Offer Shares.** For the avoidance of doubt, the Offer will be extended, on the same terms and conditions, to all the Shares, including any Shares owned, controlled or agreed to be acquired by the Concert Parties (all such Shares, the “Offer Shares”).

2.3 **Offer Price.** The consideration for each Offer Share is as follows:

For each Offer Share: S\$0.60 in cash (the “Offer Price”)

The Offer Price is final and subject to Section 2.4 below, the Offeror does not intend to revise the Offer Price.

- 2.4 **No Encumbrances.** The Offer Shares are to be acquired (a) fully paid, (b) free from all Encumbrances, and (c) together with all rights, benefits, entitlements and advantages attached thereto as at the Offer Announcement Date, and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any), the Record Date for which falls on or after the Offer Announcement Date.

In the event of any such Distributions on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Offer Price payable to a Shareholder who validly accepts or has validly accepted the Offer by the amount of such Distribution.

- 2.5 **Minimum Acceptance Condition.** The Offer is conditional upon the Offeror having received, by the close of the Offer, valid acceptances in respect of such number of Offer Shares which, when taken together with any Offer Shares owned, controlled, acquired or agreed to be acquired by the Offeror and its Concert Parties before or during the Offer but otherwise than through acceptances of the Offer, will result in the Offeror and its Concert Parties holding such number of Shares carrying more than 90% of the voting rights attributable to the issued Shares (excluding any Shares held in treasury) as at the close of the Offer (the “**Minimum Acceptance Condition**”).

Accordingly, the Offer will not become or be capable of being declared unconditional as to acceptances until the close of the Offer, unless at any time prior to the close of the Offer, the Offeror has received valid acceptances in respect of such number of Offer Shares which, when taken together with the Shares owned, controlled, acquired or agreed to be acquired by the Offeror and its Concert Parties before or during the Offer, will result in the Offeror and its Concert Parties holding more than 90% of the voting rights attributable to the issued Shares.

Pursuant to the Irrevocable Undertakings (as set out in Section 5.1 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document below), the Management Shareholders have undertaken to the Offeror to tender all of their respective Shares in acceptance of the Offer, being an aggregate of 121,215,850 Shares, representing approximately 82.26% of the total number of issued Shares.

Save for the Minimum Acceptance Condition, the Offer is unconditional in all other respects.

- 2.6 **Compulsory Acquisition.** Should the Offeror meet the Minimum Acceptance Condition, the Offeror would be entitled pursuant to Section 215(1) of the Companies Act to exercise the right to compulsorily acquire all the Shares of Shareholders who have not accepted the Offer at a price equal to the Offer Price, as further detailed in Section 11.1 (Compulsory Acquisition) of the Letter to Shareholders in this Offer Document below. In such event, the Offeror intends to exercise its right to compulsorily acquire all the Offer Shares not acquired under the Offer.
- 2.7 **No Options Proposal.** Based on the latest information available to the Offeror, there are no outstanding options exercisable in respect of Shares granted under the Neo Group Employee Share Option Scheme which was approved by the Shareholders on 11 June 2012 (“**Options**”) as at the Latest Practicable Date. In view of the foregoing, the Offeror will not make an offer to acquire any Options.

2.8 **No Awards Offer.** Based on the latest information available to the Offeror, there are no outstanding awards for Shares granted under the Neo Group Performance Share Plan which was approved by the Shareholders on 11 June 2012 (“**Awards**”) as at the Latest Practicable Date. In view of the foregoing, the Offeror will not make an offer to acquire any Awards.

2.9 **Warranty.** A Shareholder who tenders his Offer Shares in acceptance of the Offer will be deemed to unconditionally and irrevocably represent, warrant and undertake to the Offeror that he sells such Offer Shares as or on behalf of the beneficial owner(s) thereof, (a) fully paid, (b) free from all Encumbrances, and (c) together with all rights, benefits, entitlements and advantages attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including the right to all Distributions (if any), the Record Date for which falls on or after the Offer Announcement Date.

3. FURTHER DETAILS OF THE OFFER

Appendix 1 to this Offer Document sets out further details on:

- (a) the duration of the Offer;
- (b) the settlement of the consideration for the Offer;
- (c) the requirements relating to the announcement(s) of the level of acceptances of the Offer; and
- (d) the right of withdrawal of acceptances of the Offer.

4. PROCEDURES FOR ACCEPTANCE

Appendix 2 to this Offer Document sets out the procedures for acceptance of the Offer by a Shareholder.

5. IRREVOCABLE UNDERTAKINGS AND ROLL-OVER ARRANGEMENT

5.1 **Irrevocable Undertakings and Roll-over Arrangement.** As at the Latest Practicable Date, the Offeror has received undertakings (the “**Irrevocable Undertakings**”) from:

- (a) Mr. Neo in respect of 113,151,850 Shares (representing approximately 76.79% of the Shares in issue); and
- (b) Ms. Liew in respect of 8,064,000 Shares (representing approximately 5.47% of the Shares in issue),

pursuant to which, each of the Management Shareholders have, amongst other things, unconditionally and irrevocably undertaken to the Offeror to tender all of his/her respective Shares in acceptance of the Offer. The total number of Shares held by the Management Shareholders amounts to 121,215,850 Shares, representing approximately 82.26% of the total number of issued Shares as at the Latest Practicable Date.

Further, each Management Shareholder has agreed that the consideration payable by the Offeror in respect of his/her Shares shall be satisfied in full by setting off such consideration against the aggregate subscription price (the “**Set-Off Amount**”) payable by the Management Shareholders for their subscription of new Offeror Shares in the shareholding proportion of 90% and 10% for Mr. Neo and Ms. Liew, respectively (the “**Roll-over Arrangement**”).

- 5.2 **Termination of Irrevocable Undertakings.** Each of the Irrevocable Undertakings will cease to have any effect if the Offer is withdrawn or lapses without having become wholly unconditional, other than as a result of a breach of the obligations of the Management Shareholders under their respective Irrevocable Undertakings.
- 5.3 **No Other Undertakings.** Save for the Irrevocable Undertakings, as at the Latest Practicable Date, neither the Offeror nor any of its Concert Parties has received any undertakings from any other party to accept or reject the Offer.
- 5.4 **SIC Confirmation.** Pursuant to an application made by the Offeror to the SIC to seek certain rulings in relation to the Offer, the SIC has confirmed that the Roll-over Arrangement will not constitute a special deal for the purposes of Rule 10 of the Code and need not be extended to any other Shareholder.

6. INFORMATION ON THE OFFEROR

- 6.1 **The Offeror.** The Offeror is an investment holding company incorporated in Singapore on 16 March 2021 for the purpose of undertaking the Offer. The Offeror has not carried on any business since its incorporation, except in relation to matters in connection with the making of the Offer.

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$100 comprising 100 ordinary shares, of which 90% is held by Mr. Neo and 10% is held by Ms. Liew.

As at the Latest Practicable Date, the Directors of the Offeror are Mr. Neo and Ms. Liew.

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

- 6.2 **Management Shareholders.** Mr. Neo is the founder of the Group, and the Chairman and Chief Executive Officer of the Company. Ms. Liew is an Executive Director of the Company.
- 6.3 **Roll-over Arrangement.** It is intended that following completion of the Roll-over Arrangement, notwithstanding that Mr. Neo and Ms. Liew will subscribe for additional Offeror Shares, Mr. Neo and Ms. Liew will continue to hold 90% and 10% of the Offeror Shares, respectively.
- 6.4 **Additional Information.** Additional information on the Offeror is set out in Appendix 3 to this Offer Document.

7. INFORMATION ON THE COMPANY

- 7.1 **The Company.** The Company is a company incorporated in Singapore on 22 March 2012, and was listed on the Catalist Board of the SGX-ST on 11 July 2012.

The principal activities of the Company are that of an investment holding company and the provision of business and management consultancy services. The key businesses of the subsidiaries of the Company include the provision of food catering services, operation of food retail outlets and manufacturing of food products.

Based on a search conducted with ACRA on the Latest Practicable Date, the Company has an issued and paid-up share capital of approximately S\$9,456,999.58 comprising 147,350,959 issued Shares as at the Latest Practicable Date. As at the Latest Practicable Date, the Company does not hold any Shares in treasury.

As at the Latest Practicable Date, the directors of the Company are as follows:

- (a) Mr. Neo (Founder, Chairman and Chief Executive Officer);
- (b) Ms. Liew (Executive Director);
- (c) Mr. Yeo Kok Tong (Lead Independent Director);
- (d) Mr. Tan Lye Huat (Independent Director); and
- (e) Mr. Choy Bing Choong (Independent Director).

7.2 **Additional Information.** Additional information on the Company is set out in Appendix 4 to this Offer Document.

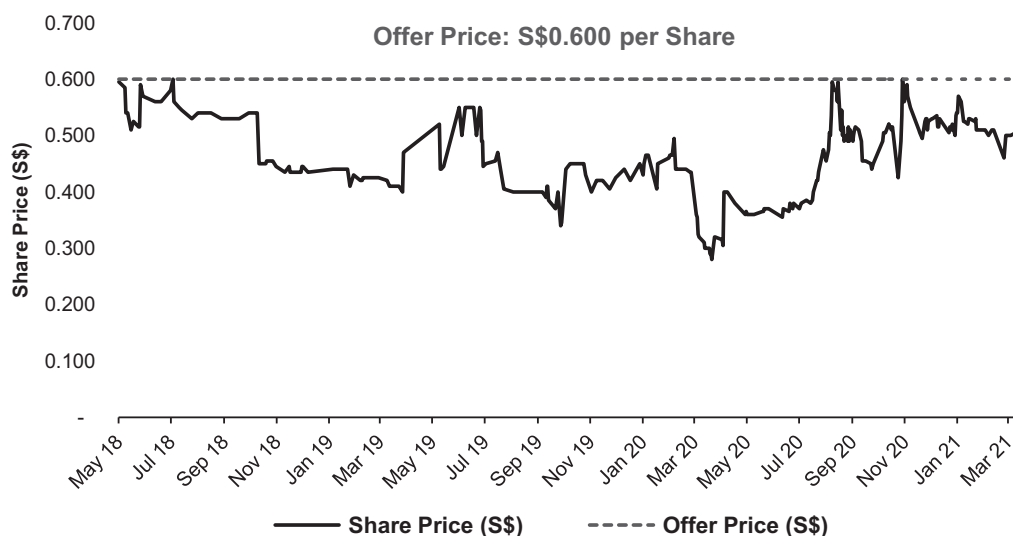
8. RATIONALE FOR THE OFFER

The Offeror intends to make the Offer with a view to delisting and privatising the Company. The Offeror is of the view that the Offer represents an opportunity for Shareholders to realise their investment in the Shares at a premium to historical prices without incurring brokerage and trading costs in an uncertain economic environment.

8.1 Opportunity for Shareholders to Realise their Investment in the Shares at a Premium to Market Price without incurring Brokerage Costs.

The Offer Price represents a premium of approximately 17.9%, 14.5%, 15.4% and 31.0% over the VWAP per Share for the one (1)-month period, three (3)-month period, six (6)-month period and twelve (12)-month period respectively up to and including 29 March 2021, being the Last Trading Day. The Offer Price also represents a premium of approximately 20.0% over the last traded price per Share on the Last Trading Day.

The Offer Price represents the highest closing price of the Shares in over 2.5 years preceding the Last Trading Day.



The Offer therefore presents Shareholders with a clean cash exit opportunity to realise their entire investment in the Shares at a premium over the prevailing trading prices of the Shares without incurring brokerage and other trading costs.

8.2 Opportunity for Shareholders Who May Find It Difficult to Exit their Investment in the Company due to Low Trading Liquidity.

The trading volume of the Shares has been low, with an average daily trading volume¹ of approximately 4,429 Shares, 13,582 Shares, 20,979 Shares and 43,042 Shares during the one (1)-month period, three (3)-month period, six (6)-month period and twelve (12)-month period up to and including the Last Trading Day. These represent only 0.003%, 0.01%, 0.01% and 0.03% of the total number of issued Shares for the aforementioned relevant periods, respectively.

The Offer therefore provides Shareholders with an opportunity to realise their entire investment in the Shares at a premium over the prevailing market prices which may not otherwise be readily available to Shareholders given the low trading liquidity of the Shares.

8.3 Greater Management Flexibility.

The Offeror is making the Offer with a view to delisting and privatising the Company. The Offeror believes that delisting and privatising the Company will provide the Offeror and the Company with greater control and management flexibility to manage the business of the Group, respond to the changing market conditions and optimise the use of the Company's management and resources.

8.4 No Necessity for Access to Capital Markets.

The Company has not carried out any exercise to raise equity capital on the SGX-ST since its listing in 2012. The Company is unlikely to require access to Singapore equity capital markets to finance its operations in the foreseeable future as the Company has various other available funding sources such as bank credit facilities.

8.5 Costs of Maintaining Listing Status.

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements under the Catalist Rules. In the event that the Company is delisted from the SGX-ST, the Company will be able to save on expenses and costs relating to the maintenance of a listed status and channel such resources to its business operations.

¹ The average daily trading volumes are calculated by using the total volume of Shares traded divided by the number of market days with respect to the one (1)-month period, three (3)-month period, six (6)-month period and twelve (12)-month period up to and including the Last Trading Day.

9. FINANCIAL ASPECTS OF THE OFFER

The Offer Price of S\$0.60 for each Offer Share represents the following premia over certain historical market prices² of the Shares as set out below:

	Description	Benchmark Price (\$)	Premium over Benchmark Price (%)
(a)	Last traded price of the Shares on the SGX-ST on the Last Trading Day	0.500	20.0
(b)	VWAP for the one (1)-month period up to and including the Last Trading Day	0.509	17.9
(c)	VWAP for the three (3)-month period up to and including the Last Trading Day	0.524	14.5
(d)	VWAP for the six (6)-month period up to and including the Last Trading Day	0.520	15.4
(e)	VWAP for the twelve (12)-month period up to and including the Last Trading Day	0.458	31.0

10. THE OFFEROR'S INTENTIONS RELATING TO THE COMPANY

- 10.1 The Offeror intends for the Company to continue to develop and grow the existing businesses of the Group. The Offeror and the Company will continue to review, from time to time, the operations of the Group as well as the Company's strategic options. The Offeror retains and reserves the right and flexibility at any time and from time to time to further consider any options or opportunities in relation to the Company which may present themselves and which the Offeror may regard to be in the best interests of the Offeror and/or the Company.
- 10.2 Save as disclosed above, the Offeror has no current intentions to (a) introduce any major changes to the existing business of the Company, (b) re-deploy the fixed assets of the Company, or (c) discontinue the employment of the existing employees of the Group, in each case, other than in the ordinary and usual course of business and/or in response to the changing market conditions.

11. COMPULSORY ACQUISITION AND LISTING STATUS

- 11.1 **Compulsory Acquisition.** Pursuant to Section 215(1) of the Companies Act, if the Offeror receives valid acceptances pursuant to the Offer (or otherwise acquires Shares during the period when the Offer is open for acceptance) in respect of not less than 90% of the total number of issued Shares (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Offer and excluding any Shares held in treasury), the Offeror would be entitled to exercise the right to compulsorily acquire all the Shares of Shareholders who have not accepted the Offer (the "**Dissenting Shareholders**"), at a price equal to the Offer Price.

In such event, the Offeror intends to exercise its right to compulsorily acquire all the Offer Shares not acquired under the Offer. The Offeror will then proceed to delist the Company from the SGX-ST.

² The historical market prices of the Shares (rounded to the nearest three (3) decimal places) and the corresponding premia (rounded to the nearest one (1) decimal place) are computed based on data extracted from Bloomberg L.P..

Dissenting Shareholders have the right under and subject to Section 215(3) of the Companies Act, to require the Offeror to acquire their Shares at the Offer Price in the event that the Offeror, its related corporations or their respective nominees acquire, pursuant to the Offer, such number of Shares which, together with the Shares held by the Offeror, its related corporations or their respective nominees, comprise 90% or more of the total number of issued Shares (excluding Shares held in treasury). Dissenting Shareholders who wish to exercise such rights are advised to seek their own independent legal advice.

- 11.2 **Listing Status.** Pursuant to Rule 1104 of the Catalist Rules, upon an announcement by the Offeror that acceptances have been received pursuant to the Offer that bring the holdings owned by the Offeror and its Concert Parties to above 90% of the total number of issued Shares (excluding Shares held in treasury), the SGX-ST may suspend the trading of the Shares on the SGX-ST until such time it is satisfied that at least 10% of the total number of issued Shares (excluding Shares held in treasury) are held by at least 200 Shareholders who are members of the public. Rule 1303(1) of the Catalist Rules provides that if the Offeror succeeds in garnering acceptances exceeding 90% of the total number of issued Shares (excluding Shares held in treasury), thus causing the percentage of the total number of issued Shares (excluding Shares held in treasury) held in public hands to fall below 10%, the SGX-ST will suspend trading of the Shares only at the close of the Offer.

In addition, under Rule 724(1) of the Catalist Rules, if the percentage of the total number of issued Shares (excluding Shares held in treasury) held in public hands falls below 10%, the Company must, as soon as practicable, notify its sponsor of that fact and announce that fact and the SGX-ST may suspend the trading of all the Shares. Rule 724(2) of the Catalist Rules states that the SGX-ST may allow the Company a period of three (3) months, or such longer period as the SGX-ST may agree, to raise the percentage of Shares (excluding Shares held in treasury) in public hands to at least 10%, failing which the Company may be delisted from the SGX-ST.

The Offeror intends to privatise the Company and does not intend to preserve the listing status of the Company. In the event that the trading of Shares on the SGX-ST is suspended pursuant to Rule 724, Rule 1104 or Rule 1303(1) of the Catalist Rules, the Offeror has no intention to undertake or support any action for any such trading suspension by the SGX-ST to be lifted.

12. DISCLOSURE OF HOLDINGS AND DEALINGS

- 12.1 **Holdings and Dealings in the Company Securities.** Appendix 5 to this Offer Document sets out, based on responses received pursuant to enquiries that the Offeror has made:

- (a) the number of Company Securities owned, controlled or agreed to be acquired by the Offeror and its Concert Parties as at the Latest Practicable Date; and
- (b) the dealings in the Company Securities by the Offeror and its Concert Parties during the Reference Period.

- 12.2 **No Other Holdings and Dealings in the Company Securities.** Save as disclosed in this Offer Document, and based on responses received pursuant to enquiries that the Offeror has made, as at the Latest Practicable Date, none of the Offeror and its Concert Parties:

- (a) owns, controls or has agreed to acquire any Company Securities; or
- (b) has dealt for value in any Company Securities during the Reference Period.

As at the Latest Practicable Date, Mr. Neo and Ms. Liew hold 113,151,850 and 8,064,000 Shares respectively, representing approximately 76.79% and 5.47% of the total number of issued Shares. Save as disclosed in this Offer Document, none of the Directors are interested (as interpreted in accordance with Section 4 of the SFA), directly or indirectly, in any Company Securities.

- 12.3 **Other Arrangements in the Company Securities.** The Offeror has obtained financing from UOB for the purpose of the Offer pursuant to a facility agreement dated 6 April 2021 (the “**Facility**”). In connection with the Facility, the security provided to UOB includes, *inter alia*, (i) a share charge granted by the Management Shareholders in favour of UOB over the entire share capital of the Offeror, and (ii) a share charge granted by the Offeror in favour of UOB over all the Shares to be acquired by the Offeror pursuant to the Offer.

Save as disclosed in this Offer Document, and in respect of the Irrevocable Undertakings and the financing arrangements between the Offeror and UOB as described above, and based on responses received pursuant to enquiries that the Offeror has made, as at the Latest Practicable Date, none of the Offeror and its Concert Parties has:

- (a) entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to the shares of the Offeror or the Company which might be material to the Offer;
- (b) received any irrevocable commitment to accept the Offer in respect of any Company Securities;
- (c) granted any security interest relating to any Company Securities to another person, whether through a charge, pledge or otherwise;
- (d) borrowed any Company Securities from another person (excluding borrowed Company Securities which have been on-lent or sold); or
- (e) lent any Company Securities to another person.

13. **CONFIRMATION OF FINANCIAL RESOURCES**

UOB, as financial adviser to the Offeror in connection with the Offer, confirms that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Offer by the holders of the Offer Shares on the basis of the Offer Price (excluding the Set-Off Amount).

14. **OVERSEAS SHAREHOLDERS**

- 14.1 **Overseas Jurisdictions.** This Offer Document 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 Offer Document in any jurisdiction in contravention of applicable law.

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

Copies of this Offer Document 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 Offer will violate the laws 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 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 Offer will not be capable of acceptance by any such use, means, instrumentality or facilities.

- 14.2 **Overseas Shareholders.** The availability of the Offer to Shareholders whose addresses are outside Singapore as shown in the Register or in the Depository Register (as the case may be) (each, an “**Overseas Shareholder**”) may be affected by the laws of the relevant overseas jurisdictions in which they are located. Accordingly, Overseas Shareholders should inform themselves of, and observe, any applicable requirements in the relevant overseas jurisdictions.

For the avoidance of doubt, the Offer will be open to all Shareholders, including those to whom this Offer Document and the relevant Acceptance Forms may not be sent.

It is the responsibility of Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws of the relevant overseas jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholders shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror, its related corporations, UOB, CDP, the Registrar and any person acting on their behalf shall be fully indemnified and held harmless by such Overseas Shareholders for any such taxes, imposts, duties or other requisite payments as the Offeror, its related corporations, UOB, CDP, the Registrar and/or any person acting on their behalf may be required to pay. In accepting the Offer, each Overseas Shareholder represents and warrants to the Offeror and UOB 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 doubt about his position should consult his professional adviser in the relevant jurisdiction.

- 14.3 **Copies of the Offer Document and the relevant Acceptance Forms.** Where there are potential restrictions on sending this Offer Document and the relevant Acceptance Forms to any overseas jurisdiction, the Offeror and UOB each reserves the right not to send these documents to Overseas Shareholders in such overseas jurisdictions. Subject to compliance with applicable laws, any affected Overseas Shareholder may, nonetheless, obtain a copy of this Offer Document, the relevant Acceptance Forms and any related documents during normal business hours and up to the Closing Date, from (a) CDP (in the case of a Shareholder whose Offer Shares are deposited with CDP) by submitting a request to CDP via CDP’s Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com; or (b) the Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. (in the case of a Shareholder whose Offer Shares are not deposited with the CDP) at its office located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

Alternatively, an Overseas Shareholder may, subject to compliance with applicable laws, write to (i) the Offeror c/o The Central Depository (Pte) Limited (in the case of a Shareholder whose Offer Shares are deposited with CDP) at Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or (ii) the Offeror c/o the Registrar (in the case of a Shareholder whose Offer Shares are not deposited with the CDP) at the above-stated address of the Registrar to request for the Offer Document, the relevant Acceptance Forms and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to five (5) Market Days prior to the Closing Date.

- 14.4 **Notice.** The Offeror and UOB each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all Shareholders (including Overseas Shareholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published or circulated in Singapore, in which case, such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder to receive or see such announcement or advertisement.

15. INFORMATION PERTAINING TO SRS INVESTORS

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

SRS Investors who wish to accept the Offer are to reply to their respective SRS Agent Banks accordingly by the deadline stated in the letter from their respective SRS Agent Banks. Subject to the Offer becoming or being declared unconditional in all respects in accordance with its terms, SRS Investors who accept the Offer will receive the Offer Price payable in respect of their Offer Shares validly tendered in acceptance of the Offer, in their SRS investment accounts.

16. GENERAL

- 16.1 **Independent Advice.** The views of the directors of the Company who are considered independent for the purposes of the Offer and the IFA on the Offer will be made available by the Company to Shareholders within 14 days of the Despatch Date. Shareholders should consider their advice before taking any action in relation to the Offer.
- 16.2 **Governing Law and Jurisdiction.** The Offer, this Offer Document, the Acceptance Forms, all acceptances of the Offer, all contracts made pursuant thereto and all actions taken or deemed to be taken or made in connection with any of the foregoing shall be governed by, and construed in accordance with, the laws of Singapore. The Offeror and each accepting Shareholder submit to the exclusive jurisdiction of the courts of Singapore.
- 16.3 **No Third Party Rights.** Unless expressly provided to the contrary in this Offer Document and the Acceptance Forms, a person who is not a party to any contracts made pursuant to the Offer, this Offer Document and the 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.

- 16.4 **Valid Acceptances.** The Offeror and UOB each reserves the right to treat acceptances of the 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 the instructions printed on the relevant Acceptance Forms.
- 16.5 **Accidental Omission.** Accidental omission to despatch this Offer Document, the Acceptance Forms, or any notice or announcement required to be given under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made or should be made, shall not invalidate the Offer in any way.
- 16.6 **Additional General Information.** Additional general information in relation to the Offer is provided in Appendix 6 to this Offer Document.
- 16.7 **Letter from UOB to Shareholders.** UOB is acting for and on behalf of the Offeror in connection with the Offer and does not purport to advise the Shareholders or any other person. In preparing this letter to Shareholders on behalf of the Offeror, UOB 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.

17. RESPONSIBILITY STATEMENT

The Directors of the Offeror (including those who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that no material facts have been omitted from this Offer Document, the omission of which would make any statement in this Offer Document misleading.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, information relating to the Company or the Group), the sole responsibility of the Directors of the Offeror has been to ensure, through reasonable enquiries, that such information is accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Offer Document.

The Directors of the Offeror jointly and severally accept full responsibility accordingly.

Yours faithfully,
UNITED OVERSEAS BANK LIMITED

For and on behalf of
FORESTT INVESTMENT PTE. LTD.

APPENDIX 1 DETAILS OF THE OFFER

1. DURATION OF THE OFFER

- 1.1 **Closing Date.** The Offer is open for acceptance by Shareholders for at least 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder. **Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 11 May 2021 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.**
- 1.2 **Subsequent Closing Date(s).** If the Offer is extended and:
- (a) the Offer is not unconditional as to acceptances as at the date of such extension, the announcement of the extension must state the next Closing Date; or
 - (b) the Offer is unconditional as to acceptances as at the date of such extension, the announcement of the extension need not state the next Closing Date but may state that the Offer will remain open until further notice. In such a case, the Offeror must give Shareholders at least 14 days' prior notice in writing before it may close the Offer.
- 1.3 **No Obligation to Extend the Offer.** The Offeror is not obliged to extend the Offer if the condition of the Offer as set out in Section 2.5 (Minimum Acceptance Condition) of the Letter to Shareholders in this Offer Document is not fulfilled by the Closing Date.
- 1.4 **Offer to Remain Open for 14 Days After Being Declared Unconditional as to Acceptances.** Pursuant to Rule 22.6 of the Code, if the Offer becomes or is declared unconditional as to acceptances, the Offer will remain open for a period (the "**Rule 22.6 Period**") of not less than 14 days after the date on which the Offer would otherwise have closed, in order to give Shareholders who have not accepted the Offer the opportunity to do so.

This requirement does not apply if, before the Offer has become or is declared unconditional as to acceptances, the Offeror has given Shareholders at least 14 days' notice in writing (the "**Shut-Off Notice**") that the Offer will not be open for acceptance beyond a specified Closing Date, provided that:

- (a) the Offeror may not give a Shut-Off Notice in a competitive situation; and
- (b) the Offeror may not enforce a Shut-Off Notice, if already given, in a competitive situation.

For these purposes, the SIC would normally regard a "competitive situation" to have arisen if a competing offer for the Company has been announced.

If a declaration that the Offer is unconditional is confirmed in accordance with Paragraph 4.2(a) (Right of Withdrawal of Shareholders) of this Appendix 1, the Rule 22.6 Period will run from the date of such confirmation or the date on which the Offer would otherwise have closed, whichever is later.

1.5 **Final Day Rule.** The Offer (whether revised or not) will not be capable:

- (a) of becoming or being declared unconditional as to acceptances after 5.30 p.m. (Singapore time) on the 60th day after the Despatch Date; or
- (b) of being kept open after the expiry of such 60-day period unless the Offer has previously become or been declared to be unconditional as to acceptances,

provided that the Offeror may extend the Offer beyond such 60-day period with the SIC's prior consent (the "**Final Day Rule**"). The SIC will normally grant such permission if a competing offer has been announced.

2. SETTLEMENT FOR THE OFFER

Subject to the Offer becoming or being declared unconditional in all respects and the receipt by the Offeror from accepting Shareholders of valid acceptances and all relevant documents required by the Offeror which are complete and valid in all respects and in accordance with the requirements set out in this Offer Document and the FAA and/or FAT (as the case may be), and in the case of Depositors, the receipt by the Offeror of confirmations satisfactory to it that the number of Offer Shares tendered by the accepting Shareholders in acceptance of the Offer are standing to the credit of the "Free Balance" of their respective Securities Accounts at the relevant time, remittances for the appropriate amounts will be despatched, pursuant to Rule 30 of the Code, to accepting Shareholders (or, in the case of Shareholders holding share certificate(s) which are not deposited with CDP, their designated agents, as they may direct) by means of (in the case of Depositors) credit directly into the Depositor's designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("**DCS**") in the case of Depositors who are subscribed to CDP's DCS or in such other manner as the accepting Shareholders may have agreed with CDP for the payment of any cash distributions in the case of Depositors, or (in the case of scrip holders) a Singapore Dollar crossed cheque drawn on a bank in Singapore and sent by ordinary post to the address stated in the respective FATs, or, if none is set out, to the respective addresses maintained in the Register, at the risk of the accepting Shareholders, as soon as practicable and in any case:

- (a) in respect of acceptances of the Offer which are complete and valid in all respects and are received **on or before** the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or
- (b) in respect of acceptances which are complete and valid in all respects and are received **after** the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Offer closes, within seven (7) Business Days of the date of such receipt.

3. ANNOUNCEMENTS

3.1 **Timing and Contents.** Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore) time on the Market Day (the "**Relevant Day**") immediately after the day on which the Offer is due to expire, or becomes or is declared to be unconditional as to acceptances or is revised or extended (if applicable), the Offeror will announce and simultaneously inform the SGX-ST of the total number of Shares (as nearly as practicable):

- (a) for which valid acceptances of the Offer have been received;
- (b) held by the Offeror and any of its Concert Parties before the Offer Period; and

- (c) acquired or agreed to be acquired by the Offeror and any of its Concert Parties during the Offer Period,

and will specify the percentages of the total number of issued Shares represented by such numbers.

- 3.2 **Suspension.** Under Rule 28.2 of the Code, if the Offeror is unable, within the time limit, to comply with any of the requirements of Paragraph 3.1 (Timing and Contents) of this Appendix 1, the SIC will consider requesting the SGX-ST to suspend dealings in the Shares until the relevant information is given.
- 3.3 **Valid Acceptances.** Subject to Section 16.4 (Valid Acceptances) of the Letter to Shareholders in this Offer Document, in computing the number of Offer Shares represented by acceptances received by the Offeror, the Offeror will, at the time of making an announcement, take into account acceptances which are valid in all respects.

Acceptances of the Offer will only be treated as valid for the purposes of the Minimum Acceptance Condition if the relevant requirements of Note 2 on Rule 28.1 of the Code are met.

- 3.4 **Announcements.** In this Offer Document, references to the making of any announcement or the giving of notice by the Offeror include the release of an announcement by UOB, for and on behalf of the Offeror, to the press or the delivery of or transmission by 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.

4. RIGHT OF WITHDRAWAL IN RELATION TO THE OFFER

- 4.1 **Acceptances Irrevocable.** Except as expressly provided in this Offer Document and the Code, acceptances of the Offer shall be irrevocable.
- 4.2 **Right of Withdrawal of Shareholders.** A Shareholder who has accepted the Offer may:
 - (a) withdraw his acceptance immediately if the Offer has become or been declared to be unconditional as to acceptances but the Offeror fails to comply with any of the requirements set out in Paragraph 3.1 (Timing and Contents) of this Appendix 1 by 3.30 p.m. (Singapore time) on the Relevant Day. Subject to Rule 22.9 of the Code in relation to the Final Day Rule, the Offeror may terminate this right of withdrawal not less than eight (8) days after the Relevant Day by confirming (if that be the case) that the Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code and the requirements set out in Paragraph 3.1 (Timing and Contents) of this Appendix 1. For the purposes of Paragraph 1.4 (Offer to Remain Open for 14 Days After Being Declared Unconditional as to Acceptances) of this Appendix 1, the Rule 22.6 Period first referred to therein shall run from the date of such confirmation (if given) or the date on which the Offer would otherwise have expired, whichever is later;
 - (b) withdraw his acceptance after 14 days from the first Closing Date, if the Offer has not by then become or been declared unconditional as to acceptances. Such entitlement to withdraw may be exercisable until such time as the Offer becomes or is declared unconditional as to acceptances; and
 - (c) withdraw his acceptance immediately if a competing offer for the Shares becomes or is declared unconditional as to acceptances. This right of withdrawal also applies in the converse situation i.e. if the Offer becomes or is declared unconditional as to acceptances, a Shareholder who has accepted a competing offer may likewise withdraw his acceptance for such competing offer immediately.

4.3 **Method of Withdrawal.** To withdraw his acceptance, a Shareholder who has accepted the Offer must give written notice to the Offeror at:

- (a) Forestt Investment Pte. Ltd. c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, if his Offer Shares are deposited with the CDP; or
- (b) Forestt Investment Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, if his Offer Shares are not deposited with the CDP.

A notice of withdrawal shall be effective only if signed by the accepting Shareholder or his agent duly appointed in writing and evidence of whose appointment is produced in a form satisfactory to the Offeror within the said notice and when actually received by the Offeror.

APPENDIX 2 PROCEDURES FOR ACCEPTANCE OF THE 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 should receive this Offer Document, together with the FAA. If you do not receive the FAA, please contact CDP’s Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for instructions on how to obtain a copy of the FAA. An electronic copy of the FAA may also be obtained on the website of the SGX-ST at <https://www.sgx.com/>.

Acceptance. If you wish to accept the Offer, you should:

- (a) complete the FAA in accordance with the provisions and instructions in this Offer Document and the instructions printed on the FAA (which provisions and instructions shall be deemed to form part of the terms and conditions of the Offer). **In particular, you must indicate in Section C of the FAA or the relevant section in the electronic form of the FAA, the number of Offer Shares in respect of which you wish to accept the Offer.** Please note that:

(i) if you:

(A) do not specify such number; or

(B) specify a number which exceeds the number of Offer Shares standing to the credit of the “Free Balance” of your Securities Account **on the Date of Receipt, or in the case where the Date of Receipt is on the Closing Date, by 5.30 p.m. (Singapore time) on the Closing Date** (provided always that the Date of Receipt must fall on or before the Closing Date),

you shall be deemed to have accepted the Offer in respect of all the Offer Shares standing to the credit of the “Free Balance” of your Securities Account **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);**

(ii) if Paragraph 1.1(a)(i)(B) of this Appendix 2 above applies and at the time of verification by CDP of the FAA on the Date of Receipt, there are outstanding settlement instructions with CDP to receive further Offer Shares into the “Free Balance” of your Securities Account (“**Unsettled Buy Position**”), and the Unsettled Buy Position settles such that the Offer Shares in the Unsettled Buy Position are transferred to the “Free Balance” of your Securities Account at any time during the period the Offer is open, up to 5.30 p.m. (Singapore time) on the Closing Date (“**Settled Shares**”), you shall be deemed to have accepted the Offer in respect of the balance number of Offer Shares inserted in Section C of the FAA or the relevant section of the electronic form of the FAA which have not yet been accepted pursuant to Paragraph 1.1(a)(i)(B) above, or the number of Settled Shares, whichever is lesser;

- (b) if you are submitting the FAA in physical form, sign the FAA in accordance with this Appendix 2 and the instructions printed on the FAA; and

(c) submit the completed FAA:

- (i) **by post**, in the enclosed pre-addressed envelope at your own risk, to Forestt Investment Pte. Ltd c/o The Central Depository (Pte) Limited at Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or
- (ii) **in electronic form**, via SGX-ST's Investor Portal at investors.sgx.com,

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with the FAA, which 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. Proof of posting is not proof of receipt by the Offeror at the above address. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold the Offeror, UOB and CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

If you have sold or transferred all your Offer Shares held through CDP, you need not forward this Offer Document and the accompanying FAA to the purchaser or transferee, as CDP will arrange for a separate Offer Document and FAA to be sent to the purchaser or transferee.

If you are a Depository Agent, you may accept the Offer via Electronic Acceptance. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf and such Electronic Acceptances must be submitted **not later than 5.30 p.m. (Singapore time) on the Closing Date**. Such Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in the FAA and this Offer Document as if the FAA had been completed and delivered to CDP.

1.2 **Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, you should also receive this Offer Document together with the FAA. If you do not receive the FAA, please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for instructions on how to obtain a copy of the FAA. An electronic copy of the FAA may also be obtained on the website of the SGX-ST at <https://www.sgx.com/>.

Acceptance. If you wish to accept the Offer in respect of all or any of your Offer Shares, you should, **AFTER** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares:

- (a) complete the FAA in accordance with Paragraph 1.1 of this Appendix 2 and the instructions printed on the FAA; and
- (b) submit the completed FAA:
 - (i) **by post**, in the enclosed pre-addressed envelope at your own risk, to Forestt Investment Pte. Ltd. c/o The Central Depository (Pte) Limited at Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or
 - (ii) **in electronic form**, via SGX-ST's Investor Portal at investors.sgx.com,

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which 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. Proof of posting is not proof of receipt by the Offeror at the above address. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold the Offeror, UOB and CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

1.3 Depositors whose Securities Accounts are and will be credited with Offer Shares. If you have Offer Shares credited to the “Free Balance” of your Securities Account, and have 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 Offer in respect of the Offer Shares standing to the credit of the “Free Balance” of your Securities Account and may accept the Offer in respect of the additional Offer Shares purchased which are in the process of being credited to the “Free Balance” of your Securities Account only **AFTER** the “Free Balance” of your Securities Account has been credited with such additional number of Offer Shares purchased. The provisions and instructions set out above shall apply in the same way to your acceptance of the Offer.

1.4 Rejection. If upon receipt by CDP, on behalf of the Offeror, of the FAA, it is established that such Offer Shares have not been or will not be, credited to the “Free Balance” of your Securities Account (as, for example, where you sell or have sold such Offer Shares), your acceptance is liable to be rejected. None of the Offeror, UOB and CDP accepts any responsibility or liability in relation to such a rejection, including the consequences thereof.

If you purchase Offer Shares on the SGX-ST on a date close to the Closing Date, your acceptance in respect of such Offer Shares is liable to be rejected if the “Free Balance” of your Securities Account is not credited with such Offer Shares by the Date of Receipt or by 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date), unless Paragraph 1.1(a)(i)(B) read together with Paragraph 1.1(a)(ii) of this Appendix 2 apply. If the Unsettled Buy Position does not settle by 5.30 p.m. (Singapore time) on the Closing Date, your acceptance in respect of such Offer Shares will be rejected. None of the Offeror, UOB and CDP accepts any responsibility or liability in relation to such a rejection, including the consequences thereof.

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

1.6 General. No acknowledgement will be given by CDP for submissions of the FAA. All communications, notices, documents, payments and remittances to be delivered or sent to you will be sent by ordinary post at your own risk to your mailing address as it appears in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares credited to your Securities Account. You can verify such number of Offer Shares through (a) CDP Online if you have registered for the CDP Internet Access Service, or (b) through CDP Phone Service using SMS OTP, under the option “To check your securities balance”.

- 1.7 **Blocked Balance.** Upon receipt of the FAA which is complete and valid in all respects, CDP will transfer the Offer Shares in respect of which you have accepted the Offer from the “Free Balance” of your Securities Account to the “Blocked Balance” of your Securities Account. Such Offer Shares will be held in the “Blocked Balance” until the consideration for such Offer Shares has been despatched to you.
- 1.8 **Notification.** If you have accepted the Offer in accordance with the provisions contained in this Appendix 2 and the FAA, upon the Offer becoming or being declared to be unconditional in all respects in accordance with its terms, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Offer Price which will be credited directly into your designated bank account for Singapore Dollars via CDP’s DCS on the payment date as soon as practicable and in any event:
- (a) in respect of acceptances of the Offer which are complete and valid in all respects and are received **on or before** the date on which the Offer becomes or is declared unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or
 - (b) in respect of acceptances of the Offer which are complete and valid in all respects and are received **after** the Offer becomes or is declared unconditional in all respects in accordance with its terms, but on or before the Closing Date, within seven (7) Business Days of the date of such receipt.

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

- 1.9 **Return of Offer Shares.** In the event that the Offer does not become or is not declared unconditional in all respects in accordance with its terms, CDP will return the aggregate number of Offer Shares in respect of which you have accepted the Offer and tendered for acceptance under the Offer to the “Free Balance” of your Securities Account as soon as possible, but in any event, within 14 days from the withdrawal or lapse of the Offer.
- 1.10 **No Securities Account.** If you do not have an existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in the FAA will be rejected.

2. HOLDERS OF OFFER SHARES IN SCRIP FORM

- 2.1 **Shareholders whose Offer Shares are not deposited with CDP.** If you hold Offer Shares which are not deposited with CDP (“**in scrip form**”), you should receive this Offer Document together with the FAT. If you do not receive a FAT, you may obtain a copy, upon production of satisfactory evidence that you are a Shareholder, from the Registrar, at its office located at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**. An electronic copy of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

Acceptance. If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:

(a) complete page 1 of the FAT in accordance with this Offer Document and the instructions printed on the FAT (which provisions and instructions shall be deemed to form part of the terms and conditions of the 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 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 Offer in respect of the total number of Offer Shares represented by the share certificate(s) accompanying the FAT;

(b) sign the FAT in accordance with Paragraph 2 of this Appendix 2 and the instructions printed on the FAT; and

(c) deliver:

(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 and/or the Registrar relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but you 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 Offer Document and 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 the transferee left blank (to be completed by the Offeror, or any person nominated in writing by the Offeror or a person authorised by either); and

(iv) any other relevant document(s),

by post, in the enclosed pre-addressed envelope **at your own risk**, to **Forestt Investment Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**, so as to arrive **not later than 5.30 p.m. (Singapore time) on the Closing Date**. Please use the pre-addressed envelope which is pre-paid for posting in Singapore only and enclosed with the FAT. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the Offer Price for such Offer Shares cannot be made until all relevant documents have been properly completed and delivered. Proof of posting is not proof of receipt by the Offeror at the above address.

- 2.2 No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other document(s) required will be given by the Offeror, UOB or the Registrar.
- 2.3 Risk of Posting.** All communications, certificates, notices, documents, payments and remittances to be delivered or sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the records of the Registrar (or for the purposes of payments only, to such address as may be specified in the FAT) at your sole risk.
- 2.4 Return of Offer Shares.** In the event that the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, the FAT, share certificate(s) and/or any other accompanying document(s) will be returned to you by ordinary post to your relevant address as it appears in the records of the Registrar (or in the case of joint shareholders, to the joint accepting shareholder first-named in the Register) at your own risk as soon as possible but, in any event, not later than 14 days from the withdrawal or lapse of the Offer.

3. GENERAL

- 3.1 Disclaimer.** The Offeror, UOB, CDP and/or the Registrar will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through the FAA and/or FAT, as the case may be, which is not entirely in order or which does not comply with the provisions and instructions of this Offer Document and the relevant Acceptance Forms or which is otherwise incomplete, incorrect, signed but not in its originality, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the relevant Acceptance Forms are properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance of the Offer through the FAA and/or FAT, as the case may be, will be final and binding and none of the Offeror, UOB, CDP and/or the Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision. CDP takes no responsibility for any decision made by the Offeror or UOB.
- 3.2 Discretion.** The Offeror and UOB each reserves the right to treat acceptances of the 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 this Offer Document or in the FAA and FAT, as the case may be, or if made otherwise than in accordance with the provisions of this Offer Document and in the FAA and FAT, as the case may be. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror, UOB, CDP and/or the Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.
- 3.3 Scrip and Scripless Offer Shares.** If you hold some Offer Shares with CDP and others in scrip form, you should complete the FAA for the former and the FAT for the latter in accordance with the respective procedures set out in this Appendix 2 and the respective Acceptance Forms if you wish to accept the Offer in respect of such Offer Shares.
- 3.4 Deposit Time.** If you hold the share certificate(s) of the Offer Shares beneficially owned by you and you wish to accept the Offer in respect of such Offer Shares, you should not deposit your share certificate(s) with CDP during the period commencing on the date of this Offer Document and ending on the Closing Date (both dates inclusive). If you deposit your share certificate(s) in respect of the Offer Shares beneficially owned by you with CDP during this period, you may not have your respective Securities Accounts credited with the relevant

number of Offer Shares in time for you to accept the Offer. If you wish to accept the Offer in respect of such Offer Shares, you should complete the FAT and follow the procedures set out in Paragraph 2 of this Appendix 2.

- 3.5 **Correspondences.** All communications, certificates, notices, documents, payments and remittances to be delivered or sent to you (or, in the case of scrip holders, 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, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the records of CDP or the Register, as the case may be, at the risk of the person entitled thereto (or for the purposes of payments only, to such different name and addresses as may be specified by you in the FAT, at your own risk).
- 3.6 **Evidence of Title.** Delivery of the duly completed and signed FAA and/or FAT, as the case may be, together with the relevant share certificate(s) and/or other document(s) of title (where applicable) and/or other relevant document(s) required by the Offeror, to the Offeror (or its nominee), UOB, CDP and/or the Registrar, shall be conclusive evidence in favour of the Offeror (or its nominee), UOB, CDP and/or the Registrar of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates. The Offeror, UOB, CDP and/or the Registrar shall be entitled to assume the accuracy of any information and/or documents submitted together with any FAA and/or FAT, as the case may be, and shall not be required to verify or question the validity of the same.
- 3.7 **Loss in Transmission.** The Offeror, UOB, CDP and/or the Registrar, as the case may be, shall not be liable for any loss in transmission of the FAA and/or the FAT.
- 3.8 **Acceptance Irrevocable.** Your completion, execution and submission of the FAA and/or the FAT shall constitute your irrevocable acceptance of the Offer, on the terms and subject to the conditions contained in this Offer Document, the FAA and/or the FAT. Except as expressly provided in this Offer Document and the Code, the acceptance of the Offer made by you using the FAA and/or the FAT, as the case may be, shall be irrevocable and any instructions or subsequent FAA(s) and/or FAT(s) received by CDP and/or the Registrar, as the case may be, after the FAA and/or FAT, as the case may be, has been received shall be disregarded.
- 3.9 **Personal Data Privacy.** You agree that none of the Offeror, UOB, CDP and/or the Registrar shall be liable for any action or omission in respect of the FAA, FAT and/or any information and/or documents submitted therewith. By completing and delivering the FAA and/or FAT, each person:
- (a) consents to the collection, use and disclosure of his personal data by the Registrar, Securities Clearing and Computer Services (Pte) Ltd, CDP, SGX-ST, the Offeror, UOB and the Company (“**Relevant Persons**”) for the purpose of facilitating his acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines;
 - (b) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, regulations and/or guidelines; and
 - (c) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX 3 ADDITIONAL INFORMATION ON THE OFFEROR

1. DIRECTORS

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

Name	Address	Description
Mr. Neo Kah Kiat	c/o 1 Enterprise Road, Singapore 629813	Director
Ms. Liew Oi Peng	c/o 1 Enterprise Road, Singapore 629813	Director

2. PRINCIPAL ACTIVITIES AND SHARE CAPITAL

The Offeror is an investment holding company incorporated in Singapore on 16 March 2021 for the purpose of undertaking the Offer. Its principal activities are those of an investment holding company. The Offeror has not carried on any business since its incorporation, except for matters in connection with the making of the Offer.

As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of S\$100 comprising 100 issued ordinary shares, of which 90% is held by Mr. Neo and 10% is held by Ms. Liew.

3. FINANCIAL INFORMATION

As the Offeror was incorporated on 16 March 2021, no audited or unaudited financial statements of the Offeror have been prepared to date.

As no audited or unaudited financial statements of the Offeror have been prepared as at the Latest Practicable Date, there are no significant accounting policies to be noted.

4. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as disclosed in this Offer Document and save for the making and financing of the Offer, there has been no known material change in the financial position of the Offeror since its incorporation.

5. REGISTERED OFFICE

The registered office of the Offeror is at 1 Enterprise Road, Singapore 629813.

APPENDIX 4 ADDITIONAL INFORMATION ON THE COMPANY

1. DIRECTORS

Name	Address	Description
Mr. Neo Kah Kiat	c/o 1 Enterprise Road, Singapore 629813	Founder, Chairman and Chief Executive Officer
Ms. Liew Oi Peng	c/o 1 Enterprise Road, Singapore 629813	Executive Director
Mr. Yeo Kok Tong	c/o 1 Enterprise Road, Singapore 629813	Lead Independent Director
Mr. Tan Lye Huat	c/o 1 Enterprise Road, Singapore 629813	Independent Director
Mr. Choy Bing Choong	c/o 1 Enterprise Road, Singapore 629813	Independent Director

2. SHARE CAPITAL

Based on a search conducted with ACRA on the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$9,456,999.58 comprising 147,350,959 issued Shares as at the Latest Practicable Date.

3. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save as disclosed in this Offer Document and save for the information on the Group which is publicly available (including, without limitation, the annual report of the Company for the financial year ended 31 March 2020 which includes the audited consolidated financial statements of the Group for the financial year ended 31 March 2020 as released by the Company on the SGX-ST on 1 September 2020, and other announcements released by the Company on the SGX-ST), there has not been, within the knowledge of the Offeror, any material change in the financial position or prospects of the Group since 31 March 2020, being the date of the last audited consolidated financial statements of the Company laid before Shareholders in general meeting.

4. REGISTERED OFFICE

The registered office of the Company is at 1 Enterprise Road, Singapore 629813.

APPENDIX 5 DISCLOSURE OF HOLDINGS AND DEALINGS

1. HOLDINGS IN COMPANY SECURITIES

As at the Latest Practicable Date, based on responses to enquiries that the Offeror has made, the holdings of the Offeror and its Concert Parties in the Company Securities are set out below:

Name	Direct Interests		Indirect Interests		Total Interests	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾
Mr. Neo ⁽²⁾	113,151,850	76.79	8,064,000	5.47	121,215,850	82.26
Ms. Liew ⁽³⁾	8,064,000	5.47	113,151,850	76.79	121,215,850	82.26
Liew Choh Khing ⁽⁴⁾	1,691,558	1.15	–	–	1,691,558	1.15
Choo Kwe Yen ⁽⁵⁾	414,000	0.28	–	–	414,000	0.28
Liew Oi Yen ⁽⁶⁾	20,000	0.01	–	–	20,000	0.01
UOB	–	–	–	–	–	–

Notes:

- (1) Based on a total number of 147,350,959 Shares in issue as at the Latest Practicable Date.
- (2) Mr. Neo is Ms Liew's spouse.
- (3) Ms. Liew is Mr. Neo's spouse.
- (4) Liew Choh Khing is Ms. Liew's brother.
- (5) Choo Kwe Yen is Ms. Liew's mother.
- (6) Liew Oi Yen is Ms. Liew's sister.

As at the Latest Practicable Date, based on responses to enquiries that the Offeror has made, the Offeror and its Concert Parties hold in aggregate 123,341,408 Shares, representing approximately 83.71% of the total number of issued Shares.

2. DEALINGS IN COMPANY SECURITIES DURING THE REFERENCE PERIOD

As at the Latest Practicable Date, based on responses to enquiries that the Offeror has made, none of the Offeror and its Concert Parties has dealt for value in the Company Securities during the Reference Period.

APPENDIX 6 ADDITIONAL GENERAL INFORMATION

1. DISCLOSURE OF INTERESTS

- 1.1 **No Indemnity Arrangements.** To the best knowledge of the Directors as at the Latest Practicable Date, save for the Irrevocable Undertakings as described in Section 5 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document and the financing arrangements between the Offeror and UOB for the purpose of this Offer as described in Section 12.3 (Other Arrangements in the Company Securities) of the Letter to Shareholders in this Offer Document, neither the Offeror nor any of its Concert Parties has entered into any arrangement with any person of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Company Securities which may be an inducement to deal or refrain from dealing in the Company Securities.
- 1.2 **No Agreement having any Connection with or Dependence upon the Offer.** As at the Latest Practicable Date, save for the Irrevocable Undertakings as described in Section 5 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document and the financing arrangements between the Offeror and UOB for the purpose of this Offer as described in Section 12.3 (Other Arrangements in the Company Securities) of the Letter to Shareholders in this Offer Document, there is no agreement, arrangement or understanding between (a) the Offeror or any of its Concert Parties and (b) any of the present or recent directors of the Company or the present or recent Shareholders having any connection with or dependence upon the Offer.
- 1.3 **Transfer of Offer Shares.** As stated in Section 12.3 (Other Arrangements in the Company Securities) of the Letter to Shareholders in this Offer Document, pursuant to the Facility, the security provided to UOB includes, *inter alia*, a share charge granted by the Offeror in favour of UOB over all of the Shares to be acquired by the Offeror pursuant to the Offer. As at the Latest Practicable Date, UOB does not hold any Company Securities.

As at the Latest Practicable Date, save as disclosed in this Offer Document, there is no agreement, arrangement or understanding whereby any of the Offer Shares acquired pursuant to the Offer will or may be transferred to any other person.

- 1.4 **No Payment or Benefit to Directors of the Company.** As at the Latest Practicable Date, no payment or other benefit will be made or given to any director of the Company or of any corporation which is by virtue of Section 6 of the Companies Act deemed to be related to the Company, as compensation for loss of office or otherwise in connection with the Offer.
- 1.5 **No Agreement Conditional upon Outcome of the Offer.** As at the Latest Practicable Date, save for the Irrevocable Undertakings as described in Section 5 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document and the financing arrangements between the Offeror and UOB for the purpose of this Offer as described in Section 12.3 (Other Arrangements in the Company Securities) of the Letter to Shareholders in this Offer Document, there is no agreement, arrangement or understanding between (a) the Offeror and (b) any of the directors of the Company or any other person in connection with or conditional upon the outcome of the Offer or otherwise connected with the Offer.

1.6 **Transfer Restrictions.** There is no restriction in the constitution of the Company on the right to transfer any Offer Shares, which has the effect of requiring the holders of such Offer Shares before transferring them, to offer them for purchase by members of the Company or any other person.

1.7 **No Material Change in Information.** Save as disclosed in this Offer Document, as far as the Offeror is aware, there has been no material change in any information previously published by or on behalf of the Offeror during the period commencing from the Offer Announcement Date and ending on the Latest Practicable Date.

2. GENERAL

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

2.2 **Financial Adviser's Consent.** UOB, as financial adviser to the Offeror in connection with the Offer, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of its name and all references thereto in the form and context in which it appears in this Offer Document.

2.3 **Registrar's Consent.** Boardroom Corporate & Advisory Services Pte. Ltd., as the share registrar of the Company, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of its name and all references thereto in the form and context in which it appears in this Offer Document.

3. MARKET QUOTATIONS

3.1 **Closing Prices.** The following table sets out the closing prices of the Shares on the SGX-ST (as reported by Bloomberg L.P.) on (a) 7 April 2021, being the Latest Practicable Date, (b) 29 March 2021, being the Last Trading Day, and (c) the last Market Day of each month on which the Shares were traded on the SGX-ST from September 2020 to March 2021:

	Closing Price (S\$)
7 April 2021 (the Latest Practicable Date)	0.595
31 March 2021	0.595
29 March 2021 (the Last Trading Day)	0.500
25 February 2021	0.510
28 January 2021	0.530
24 December 2020	0.530
30 November 2020	0.510
30 October 2020	0.515
29 September 2020	0.455

- 3.2 **Highest and Lowest Prices.** The highest and lowest closing prices of the Shares on the SGX-ST (as reported by Bloomberg L.P.) during the period commencing six (6) calendar months prior to the Offer Announcement Date and ending on the Latest Practicable Date, and their respective dates transacted are as follows:

	Price (S\$)	Date(s) transacted
Highest closing price	0.600	11 November 2020
Lowest closing price	0.425	6 November 2020

4. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection at the office of the Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 during normal business hours, while the Offer remains open for acceptance:

- (a) the Offer Announcement;
- (b) the constitution of the Offeror;
- (c) the Irrevocable Undertakings referred to in Section 5 (Irrevocable Undertakings and Roll-over Arrangement) of the Letter to Shareholders in this Offer Document; and
- (d) the letters of consent of UOB and the Registrar referred to in Paragraphs 2.2 (Financial Adviser's Consent) and 2.3 (Registrar's Consent) respectively of this Appendix 6.

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