

IMPORTANT NOTICE

IMPORTANT: YOU MUST READ THE FOLLOWING BEFORE CONTINUING. The following applies to the Offer to Purchase and Consent Solicitation Statement dated September 4, 2015 (the “*Offer to Purchase*”) by STATS ChipPAC Ltd. (the “*Company*”) and you are therefore advised to read this carefully before reading, accessing or making any other use of the Offer to Purchase. In accessing the Offer to Purchase, you agree to be bound by the following terms and conditions, including any modifications to them from time to time.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE FOLLOWING OFFER TO PURCHASE SHOULD NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your Representation: This Offer to Purchase is being sent at your request and by accepting the email and accessing this Offer to Purchase, you shall be deemed to have represented to us that you consent to delivery of such Offer to Purchase by electronic transmission and that you are a holder or a beneficial owner of the Company’s dollar denominated 5.375% Senior Notes due 2016 and/or the Company’s dollar denominated 4.5% Senior Notes due 2018.

You are reminded that this Offer to Purchase has been delivered to you on the basis that you are a person into whose possession this Offer to Purchase may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver this Offer to Purchase to any other person. If you are not the named addressee to which this Offer to Purchase has been delivered, please notify the sender immediately and destroy this Offer to Purchase.

The materials relating to the Offer to Purchase do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer then the offering shall be deemed to be made by Barclays Bank PLC, Singapore Branch, DBS Bank Ltd. or ING Bank N.V., Singapore Branch (together, the “*Dealer Managers*”), or any of their affiliates that are licensed brokers or dealers in that jurisdiction.

This Offer to Purchase may have been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Dealer Managers, the Company, the Tender Agent (as defined herein) or any person who controls such person, or any director, officer, employee or agent or affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the Offer to Purchase distributed to you in electronic format and the hard copy version available to you on request from the Tender Agent.

THIS OFFER TO PURCHASE HAS NOT BEEN FILED WITH, OR REVIEWED BY, ANY NATIONAL OR LOCAL SECURITIES COMMISSION OR REGULATORY AUTHORITY OF SINGAPORE, THE UNITED STATES, THE UNITED KINGDOM OR ANY OTHER JURISDICTION, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

THE DISTRIBUTION OF THIS OFFER TO PURCHASE IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND PERSONS INTO WHOSE POSSESSION THIS OFFER TO PURCHASE COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS.

Offer to Purchase and Consent Solicitation Statement dated September 4, 2015

**STATS ChipPAC Ltd.
(Company Registration No. 199407932D)**

**Offer to Purchase for Cash Any and All Outstanding
\$200,000,000 5.375% Senior Notes due 2016
and Solicitation of Consents to Amendments to the 2016 Notes Indenture**

and

**Offer to Purchase for Cash Any and All Outstanding
\$611,152,000 4.5% Senior Notes due 2018
and Solicitation of Consents to Amendments to the 2018 Notes Indenture**

STATS ChipPAC Ltd. (the “*Company*”) hereby offers to purchase for cash any and all of its outstanding \$200,000,000 5.375% Senior Notes due 2016 (the “*2016 Notes*”) and any and all of its outstanding \$611,152,000 4.5% Senior Notes due 2018 (the “*2018 Notes*” and, together with the 2016 Notes, the “*Notes*” and each, a “*Series of Notes*” or “*Series*”), upon the terms and subject to the conditions set forth in this Offer to Purchase and Consent Solicitation Statement (this “*Offer to Purchase*”). The offer to purchase the 2016 Notes is referred to as the “*2016 Notes Offer*,” the offer to purchase the 2018 Notes is referred to as the “*2018 Notes Offer*,” and the 2016 Notes Offer and the 2018 Notes Offer are together and each (as the context may require) referred to as the “*Offer*.” In conjunction with the 2016 Notes Offer, the Company is soliciting from the holders of the 2016 Notes (the “*2016 Holders*”) consents (the “*2016 Consents*”) to release the rights of 2016 Holders in the Common Security (as defined below) and to certain proposed amendments (the “*2016 Proposed Amendments*”) to the indenture dated as of January 12, 2011, as amended by the supplemental indenture thereto dated August 6, 2015, relating to the 2016 Notes (the “*2016 Notes Indenture*”). In conjunction with the 2018 Notes Offer, the Company is soliciting from the holders of the 2018 Notes (the “*2018 Holders*”) consents (the “*2018 Consents*”) to release the rights of 2018 Holders in the Common Security and to certain proposed amendments (the “*2018 Proposed Amendments*”) to the indenture dated as of March 20, 2013, as amended by the supplemental indenture thereto dated August 6, 2015, relating to the 2018 Notes (the “*2018 Notes Indenture*”). Except as the context otherwise requires, references to “*Holders*” refer to the 2016 Holders and the 2018 Holders, references to “*Consents*” refer to the 2016 Consents and the 2018 Consents, references to the “*Proposed Amendments*” refer to the 2016 Proposed Amendments and the 2018 Proposed Amendments and references to the relevant “*Indenture*” refer to the 2016 Notes Indenture or the 2018 Notes Indenture, as applicable. The “*Consent Solicitation*” refers to the solicitation of the 2016 Consents and/or the 2018 Consents, as applicable. The 2016 Notes Offer and related Consent Solicitation are being made only to the 2016 Holders and the 2018 Notes Offer and related Consent Solicitation are being made only to the 2018 Holders. The Offer and the Consent Solicitation are being made concurrently, as described below. Neither Offer and Consent Solicitation is conditional upon the other Offer and Consent Solicitation. The Company may determine, in its sole discretion, to terminate, postpone or amend one Offer and Consent Solicitation without terminating, postponing or amending the other Offer and Consent Solicitation.

The Offer and the Consent Solicitation will commence on September 4, 2015 and the Offer will expire at 5:00 p.m., New York time, on October 9, 2015, unless extended or earlier terminated (such date and time, as may be extended, the “*Expiration Date*”). Holders who wish to receive the Early Participation Consideration (as defined below) must validly tender their Notes at or prior to 5:00 p.m., New York time, on September 25, 2015 (such date and time, as may be extended, the “*Early Tender Date*”) through The Depository Trust Company (“*DTC*”). Holders who validly tender their Notes after the Early Tender Date and at or prior to the Expiration Date will receive only the Tender Consideration (as defined below). The Consent Solicitation will expire on the Early Tender Date. All Holders who validly tender their Notes at or prior to the Early Tender Date will be deemed to have delivered their Consents. Holders may not tender their Notes at or prior to the Early Tender Date without delivering their Consents, and Holders may not deliver their Consents without tendering their Notes. Tendered Notes may be withdrawn and Consents may be revoked at any time at or prior to the Early Tender Date, but not thereafter. No consent fee or other consideration will be paid with respect to Consents delivered pursuant to the Consent Solicitation.

The following table provides information with respect to the Notes, the Early Participation Consideration, the Early Participation Premium and the Tender Consideration, each as defined below:

<i>Notes</i>	<i>Common Codes/ CUSIPs/ISINs</i>	<i>A. Early Participation Consideration</i>	<i>B. Early Participation Premium</i>	<i>C. Tender Consideration</i>
5.375% Senior Notes due 2016 \$200,000,000	CUSIP: 85771T AJ3 (144A) / Y8162B AF2 (Reg S) ISIN: US85771TAJ34 (144A) / USY8162BAF23 (Reg S) Common Code: 057652888 (144A) / 057652721 (Reg S)	\$1,012.50 per \$1,000 principal amount	\$12.50 per \$1,000 principal amount	\$1,000 per \$1,000 principal amount Early Participation Consideration minus Early Participation Premium (A-B=C)
4.5% Senior Notes due 2018 \$611,152,000	CUSIP: 85771T AK0 (144A) / Y8162B AG0 (Reg S) ISIN: US85771TAK07 (144A) / USY8162BAG06 (Reg S) Common Code: 089618568 (144A) / 089618525 (Reg S)	\$1,012.50 per \$1,000 principal amount	\$12.50 per \$1,000 principal amount	\$1,000 per \$1,000 principal amount Early Participation Consideration minus Early Participation Premium (A-B=C)

The “*Early Participation Consideration*” for Notes validly tendered and accepted for purchase pursuant to the Offer at or prior to the Early Tender Date, which comprises the Early Participation Premium and the Tender Consideration, shall be \$1,012.50 per \$1,000 principal amount of the Notes.

The “*Tender Consideration*” for Notes validly tendered and accepted for purchase pursuant to the Offer at or prior to the Expiration Date shall be \$1,000 per \$1,000 principal amount of the Notes.

Subject to the terms and conditions set forth in this Offer to Purchase, the Company offers to pay the Early Participation Consideration to each Holder that has validly tendered and not withdrawn its tendered Notes at or prior to the Early Tender Date.

The Company reserves the right, at any time or times following the Early Tender Date, to accept for purchase all of one or both Series of Notes validly tendered at or prior to the Early Tender Date. On the business day following the Early Tender Date, the Company will announce the results of the Offer and Consent Solicitation as of the Early Tender Date and whether it intends to accept one or both Series of Notes tendered at or prior to the Early Tender Date (the “*Announcement of Early Results*”). Promptly after such announcement, if the Company has accepted one or both Series of Notes tendered at or prior to the Early Tender Date, it shall announce whether it elects to exercise the early purchase option with respect to such Series of Notes and the Early Settlement Date (as defined below) in respect of such exercise (the “*Announcement of Exercise of Early Purchase Option*”). If the Company elects to exercise the early purchase option, it will pay the Early Participation Consideration for such Series of Notes on such date (the “*Early Settlement Date*”) promptly following the Announcement of Exercise of Early Purchase Option. On the Early Settlement Date, the Company will pay accrued and unpaid interest up to, but not including, the Early Settlement Date on the applicable Series of Notes accepted for purchase. If the Company does not elect to exercise the early purchase option with respect to a Series of Notes, tenders of Notes of such Series that have been accepted will be purchased on the Final Settlement Date (subject to the satisfaction or waiver of the General Conditions with respect to such Series of Notes).

Consummation of the Offer and payment for Notes validly tendered pursuant to the Offer are subject to the satisfaction of certain conditions, including, but not limited to, the satisfaction of the General Conditions (as defined below). The Company reserves the right, in its sole discretion, to waive any and all conditions to the Offer. Payment for Notes of a Series validly tendered pursuant to the Offer is not conditional on the receipt by the Company of the Requisite Consents from Holders of such Series of Notes or the execution by the Company and the Trustee (as defined below) of the Supplemental Indenture implementing the applicable Proposed Amendments to the relevant Indenture.

The Company may amend the terms of the Offer and/or the Consent Solicitation in any respect (including amending the Offer to withdraw the offer to purchase one or both Series of Notes or canceling the Consent Solicitation in respect of one or both Series of Notes) and any amendment to the Offer or the Consent Solicitation will apply to all applicable Notes tendered, regardless of when or in what order such Notes were tendered.

None of the Company, the Trustee, the Dealer Managers or the Tender Agent (each as defined below) makes any recommendation as to whether Holders should tender their Notes.

In connection with the Offer and the Consent Solicitation, Barclays Bank PLC, Singapore Branch, DBS Bank Ltd. and ING Bank N.V., Singapore Branch (the “*Dealer Managers*”) are serving as dealer managers and solicitation agents. The Bank of New York Mellon is serving as the tender agent (the “*Tender Agent*”). Requests for assistance or for additional copies of this Offer to Purchase or any other documents related to the Offer and the Consent Solicitation may be directed to the Tender Agent at the contact details set forth herein. Questions or requests for assistance in relation to the Offer and the Consent Solicitation may be directed to the Dealer Managers at the addresses and telephone numbers set forth herein.

Concurrent with, but separate from the Offer and the Consent Solicitation, as required by the terms of the Indentures, the Company has commenced an offer to purchase all outstanding 2016 Notes (the “*2016 Notes Change of Control Offer*”) and an offer to purchase all outstanding 2018 Notes (the “*2018 Notes Change of Control Offer*”), in each case at a purchase price of 101.0% of the aggregate principal amount of Notes repurchased (the “*Change of Control Offer Price*”), plus accrued and unpaid interest, if any, on the Notes repurchased to the date of repurchase. In this Offer to Purchase, the 2016 Notes Change of Control Offer and 2018 Notes Change of Control Offer are together and each (as the context may require) referred to as the “*Change of Control Offer*.” Tenders of Notes pursuant to the 2016 Notes Change of Control Offer and 2018 Notes Change of Control Offer will not include the 2016 Consents and 2018 Consents, respectively, and Holders of a Series of Notes tendered in the relevant Change of Control Offer will not, under any circumstances be entitled to the Tender Consideration or the Early Participation Consideration with respect to such Series of Notes. **The Early Participation Consideration is higher than, and the Tender Consideration is lower than, the Change of Control Offer Price under the Change of Control Offer.** The procedures for tendering Notes in the Offer and in the Change of Control Offer are separate. Notes of a Series tendered in the Offer may not be tendered in the Change of Control Offer with respect to such Series of Notes, and Notes of a Series tendered in the Change of Control Offer may not be tendered in the Offer with respect to such Series of Notes. See “Change of Control Offer.”

The Dealer Managers for the Offer and the Consent Solicitation are:

Barclays

DBS Bank Ltd.

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THE OFFER AND THE CONSENT SOLICITATION ARE NOT BEING MADE TO (NOR WILL THE TENDER OF NOTES FOR PAYMENT BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS OF NOTES IN ANY JURISDICTION WHERE THE MAKING OR ACCEPTANCE OF THE OFFER OR THE CONSENT SOLICITATION WOULD NOT COMPLY WITH THE LAWS OF THAT JURISDICTION. HOWEVER, THE COMPANY MAY, IN ITS SOLE DISCRETION, TAKE SUCH ACTIONS AS IT MAY DEEM NECESSARY TO OFFER TO PURCHASE NOTES AND SOLICIT CONSENTS IN ANY JURISDICTION AND MAY EXTEND THE OFFER AND CONSENT SOLICITATION TO, AND PURCHASE NOTES AND ACCEPT CONSENTS FROM, PERSONS IN ANY SUCH JURISDICTION.

NONE OF THIS OFFER TO PURCHASE OR ANY RELATED DOCUMENT HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY SUCH DOCUMENT BEEN FILED WITH OR REVIEWED BY ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY RELATED DOCUMENTS, AND IT IS UNLAWFUL AND A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.

NONE OF THE COMPANY, THE TRUSTEE, THE DEALER MANAGERS, OR THE TENDER AGENT MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT HOLDERS SHOULD TENDER NOTES AND DELIVER CONSENTS IN RESPONSE TO THE OFFER AND THE CONSENT SOLICITATION AND, IF GIVEN OR MADE, ANY SUCH RECOMMENDATION MAY NOT BE RELIED UPON AS AUTHORIZED BY THE COMPANY, THE TRUSTEE, THE DEALER MANAGERS, OR THE TENDER AGENT. EACH HOLDER MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER NOTES IN CONNECTION WITH THE OFFER AND DELIVER CONSENTS IN CONNECTION WITH THE CONSENT SOLICITATION AND, IF SO, AS TO HOW MANY NOTES TO TENDER AND CONSENTS TO DELIVER.

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OFFER RESTRICTIONS

UNDER NO CIRCUMSTANCES SHALL THIS OFFER TO PURCHASE CONSTITUTE AN INVITATION OR AN OFFER TO SELL OR THE SOLICITATION OF AN INVITATION TO BUY THE NOTES.

This Offer does not constitute an offer to buy or the solicitation of an offer to sell the Notes or a solicitation of Consents in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Company by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase nor any purchase of Notes shall under any circumstances create any implication that the information contained herein or incorporated herein by reference is correct as of any time subsequent to the date hereof, or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of the Company or any of its affiliates since the date hereof.

The distribution of this Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession this Offer to Purchase comes are required by the Company and the Dealer Managers to inform themselves about and to observe any such restrictions.

Hong Kong

The Offer and Consent Solicitation is not being made in the Hong Kong Special Administrative Region of the People's Republic of China ("*Hong Kong*") by means of any document or in respect of any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "*SFO*") and any rules made under the SFO, or (b) in other circumstances which do not result in any document relating to the Notes or the Offer and Consent Solicitation being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong (the "*CO*") or which does not constitute an offer to the public within the meaning of the CO.

Accordingly, neither this Offer to Purchase nor any advertisement, invitation or other document relating to the Notes or the Offer and Consent Solicitation has been or shall be issued, and is not and shall not be in any person's possession for purposes of issuance, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to the Bonds which are held by persons outside Hong Kong or by "professional investors" as defined in the SFO and any rules made under the SFO.

This Offer to Purchase has not been reviewed by any regulatory authority in Hong Kong.

Singapore

Neither this Offer to Purchase nor any other documents or materials relating to the Offer and Consent Solicitation has been or will be registered as a prospectus with the Monetary Authority of Singapore. The Offer and Consent Solicitation does not constitute an offer of the Notes or any securities for sale in Singapore for the purposes of the Securities and Futures Act (Chapter 289) of Singapore.

United Kingdom

The communication of this Offer to Purchase and any other documents or materials relating to the Offer and Consent Solicitation is not being made, and such documents and/or materials have not been approved by, an authorized person for the purpose of Section 21 of the Financial Services and Markets Act 2000 ("*FSMA*"). Accordingly such documents and/or materials are not being distributed to, and must not be passed on to, the public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom falling within the definition of Investment Professionals (as defined in Article 19(5) of the FSMA (Financial Promotion) Order 2005 (the "*Order*") or persons who are within Article 43 of the Order or any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order.

IMPORTANT INFORMATION

Any Holder that wishes to tender Notes in connection with the Offer (and, in the case of Notes tendered prior to the Early Tender Date, thereby deliver a Consent) should:

- in the case of a Holder that holds Notes through DTC, follow the procedures set forth under “The Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents;” or
- in the case of a beneficial owner whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee, including Notes held through Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking, société anonyme (“Clearstream”), contact such nominee.

No guaranteed delivery procedures will be available for tendering Notes in the Offer.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, you may not rely on that information or representation as having been authorized by the Company or any of its affiliates, the Trustee, the Dealer Managers, or the Tender Agent.

THIS OFFER TO PURCHASE CONTAINS OR REFERS TO IMPORTANT INFORMATION THAT YOU SHOULD READ CAREFULLY BEFORE YOU MAKE ANY DECISION WITH RESPECT TO A TENDER OF NOTES PURSUANT TO THE OFFER AND DELIVERY OF A CONSENT PURSUANT TO THE CONSENT SOLICITATION.

FORWARD-LOOKING STATEMENTS

Certain of the statements in this Offer to Purchase are forward-looking statements that are based on management’s current views and assumptions and involve a number of risks and uncertainties which could cause actual results to differ materially. These include statements regarding the Company’s financial condition and results of operations, cash flows, financing plans, business strategies, operating efficiencies and synergies, the impact of the Change of Control (as defined below) (including potential benefits from synergies with JCET (as defined below) and divestment of the Taiwan Entities (as defined below), plans or objectives of management, markets for its securities, and other statements on underlying assumptions, other than statements of historical fact, including but not limited to those that are identified by the use of words such as “anticipates,” “believes,” “estimates,” “expects,” “intends,” “plans,” “predicts,” “projects” and similar expressions.

These forward-looking statements, wherever they occur in this Offer to Purchase, are estimates reflecting the best judgment of the Company’s management. These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Forward-looking statements should, therefore, be considered in light of various important factors, including those set forth in this Offer to Purchase.

Factors that could cause actual results to differ include, but are not limited to, general business and economic conditions and the state of the semiconductor industry; prevailing market conditions; demand for end-use applications products such as communications equipment, consumer and multi-applications and personal computers; decisions by customers to discontinue outsourcing of test and packaging services; level of competition; reliance by the Company and its subsidiaries (collectively, the “Group”) on a small group of principal customers; the Group’s continued success in technological innovations; pricing pressures, including declines in average selling prices; intellectual property rights disputes and litigation; the Group’s ability to control operating expenses; the Group’s substantial level of indebtedness and access to credit markets; potential impairment charges; availability of financing; changes in the Group’s product mix; the Group’s capacity utilisation; delays in acquiring or installing new equipment; limitations imposed by the Group’s financing arrangements which may limit the Group’s ability to maintain and grow its business; returns from research and development investments; changes in customer order patterns; customer credit risks; disruption of the Group’s operations; shortages in supply of key components and disruption in supply chain; disruption of the Group’s operations and the difficulties related to the relocation of the China operations of the Group; loss of directors, key management or other personnel; defects or malfunctions in the Group’s testing equipment or packages; rescheduling or cancelling of customer orders; adverse tax and other financial consequences if the taxing authorities do not agree with the Group’s interpretation of the applicable tax laws; the Group’s ability to develop and protect its intellectual property; changes in environmental laws and regulations; exchange rate fluctuations; regulatory approvals for further investments in the Company’s subsidiaries; beneficial majority ownership by Jiangsu Changjiang Electronics Technology Co., Ltd. (“JCET”) of the Company’s ordinary shares that may result in conflicting interests with other holders of the Company’s securities; the Group’s inability to capture all or any of the benefits from unsuccessful acquisitions and investments in other companies and businesses; loss of customers or failure to compete effectively with the Taiwan Entities; labour union problems in South Korea; uncertainties of conducting business in China and changes in laws; currency policy and political instability in other countries in

Asia; natural calamities and disasters, including outbreaks of epidemics and communicable diseases; and the expected delisting of the Company's ordinary shares from the Singapore Exchange Securities Trading Limited ("SGX-ST").

All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth above. You should not unduly rely on such forward-looking statements, which speak only as of the date of this Offer to Purchase.

The Company does not intend, and does not assume any obligation, to update or revise any forward-looking statements to reflect subsequent events or circumstances. In light of these risks, uncertainties and assumptions, any of the events anticipated in these forward-looking statements might not occur.

INDICATIVE OFFER AND CONSENT SOLICITATION TIMETABLE

Holders should take note of the dates and times set forth in the schedule below in connection with the Offer and the Consent Solicitation. These dates and times are indicative only and may be changed by the Company in accordance with the terms and conditions of the Offer and the Consent Solicitation, as described herein. Holders should also note that the schedule for the Change of Control Offer is different from that set out below; Holders should refer to the change of control and offer to purchase issued by the Company on the date hereof (the “*Change of Control Notice and Offer Document*”) for further details in relation to the Change of Control Offer.

Date	Calendar Date	Event
Launch Date	September 4, 2015	Launch of the Offer and the Consent Solicitation. ⁽¹⁾
Early Tender Date	September 25, 2015, at 5:00 p.m., New York time	The deadline for Holders to tender Notes and deliver Consents in order to be eligible to receive the applicable Early Participation Consideration, which comprises the Early Participation Premium and the Tender Consideration, on the Early Settlement Date or the Final Settlement Date, as the case may be, and the deadline for Holders to validly withdraw tenders of Notes and revoke deliveries of Consents. ⁽²⁾
Announcement of Early Results	Expected to be September 28, 2015	The Company shall announce on the business day following the Early Tender Date, (i) the results of the Offer and Consent Solicitation as of the Early Tender Date and (ii) whether the Company intends to accept one or both Series of Notes tendered at or prior to the Early Tender Date (subject to the satisfaction or waiver of the General Conditions with respect to such Series of Notes). ⁽³⁾
Announcement of Exercise of Early Purchase Option	Expected to be no later than October 1, 2015	Promptly after the announcement of the results of the Offer and Consent Solicitation as of the Early Tender Date, if the Company has accepted one or both Series of Notes tendered at or prior to the Early Tender Date, it shall announce whether it elects to exercise the early purchase option with respect to such Series of Notes and the Early Settlement Date in respect of such exercise. ⁽⁴⁾ If the Company does not elect to exercise the early purchase option with respect to a Series of Notes, tenders of Notes of such Series that have been accepted will be purchased on the Final Settlement Date (subject to the satisfaction or waiver of the General Conditions with respect to such Series of Notes).
Early Settlement Date	Expected to be October 6, 2015	If the Company elects to exercise the early purchase option with respect to a Series of the Notes, the date the Company intends to pay DTC on behalf of the Holders the Early Participation Consideration, plus accrued and unpaid interest to, but not including, the Early Settlement Date for all Notes accepted for purchase on the Early Settlement Date. Purchase of a Series of Notes on the Early Settlement Date is subject to the satisfaction or waiver of the General Conditions with respect to such Series of Notes.
Expiration Date	October 9, 2015, at 5:00 p.m., New York time	The deadline for Holders to tender Notes pursuant to the Offer. ⁽²⁾

Final Acceptance Date	One business day following the Expiration Date, and is expected to be October 13, 2015	The date the Company announces its acceptance of Notes tendered for purchase on the Final Settlement Date. ⁽⁵⁾
Final Settlement Date	Expected to be October 16, 2015	The date the Company intends to pay DTC on behalf of the Holders the applicable Early Participation Consideration or the applicable Tender Consideration, as the case may be, plus accrued and unpaid interest to, but not including, the Final Settlement Date for all Notes accepted for purchase on the Final Acceptance Date.

(1) The Company intends to publicly announce the launch by issuing a press release sent via a recognized news service or services (e.g., Reuters IIIA or Bloomberg) (a “*Notifying News Service*”) and/or making an announcement to the SGX-ST via SGXNET.

(2) The Company intends to publicly announce any extensions of the Early Tender Date or the Expiration Date by the issue of a press release sent via a Notifying News Service and/or making an announcement to the SGX-ST via SGXNET.

(3) The Company intends to publicly announce the early results of the Offer and Consent Solicitation and its intention to accept tendered Notes by the issue of a press release sent via a Notifying News Service and/or making an announcement to the SGX-ST via SGXNET.

(4) The Company intends to publicly announce the exercise of the early purchase option by issuing a press release sent via a Notifying News Service and/or making an announcement to the SGX-ST via SGXNET.

(5) The Company intends to publicly announce the results of the Offer and the Consent Solicitation as soon as practicable after the Expiration Date by the issue of a press release sent via a Notifying News Service and/or making an announcement to the SGX-ST via SGXNET.

SUMMARY

The following summary is provided solely for the convenience of the Holders. This summary is not complete and is qualified in its entirety by reference to the full text and more detailed information contained elsewhere in this Offer to Purchase and any amendments or supplements thereto. Holders are urged to read this Offer to Purchase in its entirety. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Offer to Purchase.

The Offeror STATS ChipPAC Ltd. is a limited liability company incorporated under the laws of the Republic of Singapore.

The Notes .. The 2016 Notes and the 2018 Notes.

The 2016 Notes 5.375% Senior Notes due 2016 issued by the Company under the 2016 Notes Indenture. As of the date hereof, \$200,000,000 aggregate principal amount of the 2016 Notes was outstanding.

The 2018 Notes 4.5% Senior Notes due 2018 issued by the Company under the 2018 Notes Indenture. As of the date hereof, \$611,152,000 aggregate principal amount of the 2018 Notes was outstanding.

Offer to Purchase This Offer to Purchase and Consent Solicitation Statement dated September 4, 2015.

The Offer The Company is offering to purchase for cash, upon the terms and subject to the conditions contained in this Offer to Purchase, any and all of the outstanding Notes at the prices described below. The Offer comprises the 2016 Notes Offer and the 2018 Notes Offer.

The Consent Solicitation In conjunction with the 2016 Notes Offer and the 2018 Notes Offer, the Company is soliciting Consents from Holders of the 2016 Notes and Holders of the 2018 Notes to the release of the rights of Holders in the Common Security and to the 2016 Proposed Amendments and 2018 Proposed Amendments to the 2016 Notes Indenture and the 2018 Notes Indenture, respectively. The Consent Solicitation will expire on the Early Tender Date. Holders who validly tender Notes at or prior to the Early Tender Date will be deemed to have delivered their Consents. Holders may not tender Notes at or prior to the Early Tender Date without delivering their Consents, and Holders may not deliver their Consents without tendering their Notes. Tendered Notes may be withdrawn and Consents may be revoked at any time at or prior to the Early Tender Date, but not thereafter. Any Holders who are affiliates of the Company may only tender their Notes pursuant to the Offer after the Early Tender Date and therefore will not be permitted to deliver Consents pursuant to the Consent Solicitation.

Early Participation Consideration..... The Early Participation Consideration for each Series of Notes validly tendered and accepted for purchase pursuant to the Offer at or prior to the Early Tender Date, which comprises the Early Participation Premium and the Tender Consideration, will be \$1,012.50 per \$1,000 principal amount of the Notes.

Tender Consideration..... The Tender Consideration for each Series of Notes validly tendered and accepted for purchase pursuant to the Offer at or prior to the Expiration Date will be \$1,000 per \$1,000 principal amount of the Notes.

See also “The Terms of the Offer and the Consent Solicitation.”

The following table provides information with respect to the Notes, the Early Participation Consideration and the Tender Consideration:

<i>Notes</i>	<i>Common Codes/ CUSIPs/ISINs</i>	<i>A. Early Participation Consideration</i>	<i>B. Early Participation Premium</i>	<i>C. Tender Consideration</i>
5.375% Senior Notes due 2016 \$200,000,000	CUSIP: 85771T AJ3 (144A) / Y8162B AF2 (Reg S) ISIN: US85771TAJ34 (144A) / USY8162BAF23 (Reg S) Common Code: 057652888 (144A) / 057652721 (Reg S)	\$1,012.50 per \$1,000 principal amount	\$12.50 per \$1,000 principal amount	\$1,000 per \$1,000 principal amount Early Participation Consideration minus Early Participation Premium (A-B=C)
4.5% Senior Notes due 2018 \$611,152,000	CUSIP: 85771T AK0 (144A) / Y8162B AG0 (Reg S) ISIN: US85771TAK07 (144A) / USY8162BAG06 (Reg S) Common Code: 089618568 (144A) / 089618525 (Reg S)	\$1,012.50 per \$1,000 principal amount	\$12.50 per \$1,000 principal amount	\$1,000 per \$1,000 principal amount Early Participation Consideration minus Early Participation Premium (A-B=C)

Accrued Interest Holders will also receive accrued interest on their Notes up to, but not including, the Early Settlement Date or the Final Settlement Date, as applicable.

Early Tender Date The Early Tender Date is 5:00 p.m., New York time, on September 25, 2015, unless extended by the Company. Tendered Notes may be withdrawn and Consents may be revoked at any time at or prior to the Early Tender Date, but not thereafter.

Expiration Date The Offer will expire at 5:00 p.m., New York time, on October 9, 2015, unless extended or earlier terminated by the Company.

Proposed Amendments If the Requisite Consents (as defined below) from Holders of Notes of a Series are received, the rights of Holders of Notes of such Series in the Common Security will be released and such Series of Notes will no longer be secured by, and share in, the Common Security that was granted to Holders of Notes of such Series in connection with the Company entering into the Bridge Loan Facility (as defined below). In addition, each of the 2016 Proposed Amendments and 2018 Proposed Amendments, if adopted, will be set forth in a supplemental indenture to the relevant Indenture (each, a “*Supplemental Indenture*”), which is expected to be executed by the Company and the Trustee promptly after the Early Tender Date. However, the release of the rights of Holders of Notes of a Series in the Common Security will not, and each Supplemental Indenture will provide that the Proposed Amendments will not become operative for the Company’s benefit, unless and until the Notes of such Series under the related Indenture representing at least the Requisite Consents which are validly tendered (and not validly withdrawn at or prior to the Early Tender Date) are purchased and paid for pursuant to the Offer. If the Proposed Amendments become operative, the rights of all Holders of the relevant Series of Notes in the Common Security will be released and all Holders of Notes issued under the related Indenture will be bound thereby, whether or not they have provided a Consent. If the Company does not purchase any of the Notes of a Series pursuant to the Offer because any of the General Conditions is not satisfied or waived or otherwise, or the Offer with respect to such Series of Notes is terminated or withdrawn, the rights of all Holders in the Common Security will not be released and the Proposed Amendments will not become

operative. The purchase of one Series of Notes is not a condition to purchasing the other Series of Notes.

The Proposed Amendments would eliminate or modify substantially all of the restrictive covenants relating to the Company and the Restricted Subsidiaries (as defined in each Indenture), certain requirements that must be satisfied in order for the Company to legally defease and discharge the Notes, certain conditions, certain reporting obligations, certain events of default and related provisions in the Indentures.

See “The Proposed Amendments.”

Purposes of the Offer and Consent Solicitation

The purpose of the Offer is to acquire any and all outstanding Notes. The purpose of the Consent Solicitation and the Proposed Amendments is to release the rights of Holders in the Common Security and to eliminate or modify substantially all of the restrictive covenants relating to the Company and the Restricted Subsidiaries (as defined in each Indenture), certain requirements that must be satisfied in order for the Company to legally defease and discharge the Notes, certain conditions, certain reporting obligations, certain events of default and related provisions in the Indentures. See “Purposes of the Offer and the Consent Solicitation” and “Certain Significant Considerations.”

Requisite Consents

In order for the rights of Holders of a Series of Notes in the Common Security to be released and to adopt the Proposed Amendments under such Series of Notes, the Company must receive validly delivered Consents from Holders of such Series of Notes representing at least a majority of the aggregate principal amount of the Notes of such Series then outstanding, excluding Consents from the Company or any of its affiliates (the “*Requisite Consents*”). The Company may, but is not obligated to, execute the related Supplemental Indenture at any time after the Early Tender Date if the Company has received the Requisite Consents from the Holders of the related Notes.

Withdrawal and Revocation Rights

Notes tendered pursuant to the Offer may be withdrawn and the Consents delivered pursuant to the Consent Solicitation may be revoked at any time at or prior to the Early Tender Date, but not thereafter, by complying with the procedures described herein. A valid withdrawal of tendered Notes at or prior to the Early Tender Date will be deemed a revocation of the related Consent and no Early Participation Consideration will be paid in relation to such Notes. A valid revocation of Consents at or prior to the Early Tender Date will be deemed a withdrawal of the related Notes previously tendered pursuant to the Offer and no Early Participation Consideration will be paid in relation to such Notes.

If the Company (i) reduces the principal amount of either Series of Notes that is the subject of the Offer, (ii) reduces the Early Participation Consideration or the Tender Consideration or (iii) is otherwise legally required to permit withdrawals, then the Company will allow previously tendered Notes of such Series and related Consents delivered to be withdrawn.

In addition, Holders may withdraw tendered Notes and delivered Consents if the Offer and the Consent Solicitation is terminated without any Notes being purchased. In the event of a termination of the Offer, the Notes tendered pursuant to the Offer will be returned promptly to their Holders.

Certain Conditions Precedent to the Offer and the Consent Solicitation

The Company’s obligation to consummate the 2016 Notes Offer and the 2018 Notes Offer by accepting for purchase, and paying for, any 2016 Notes and 2018 Notes, respectively, validly tendered (and not validly withdrawn) is subject to and is conditional upon there not having occurred, on or prior to the expiration of the Change of Control Offer, which is currently scheduled on October 13, 2015 (such date, as may be extended in accordance with the Change of Control Notice and Offer Document, the “*Change of Control Offer*”).

Expiration Date”), (a) any event, change or development, including any prospective event, change or development (including with respect to the Company or its affiliates), or the suspension or limitation on trading of securities or a banking moratorium in the United States or Singapore that, in the sole judgment of the Company, has or may have a material adverse effect on the Company, the market price of the Notes or the value of the Notes to the Company or (b) any outbreak or escalation of hostilities or acts of terrorism involving the United States or Singapore or the declaration by the United States or Singapore of a national emergency or war (the “*General Conditions*”).

The Company reserves the right, in its sole discretion, to terminate or extend the Offer if any condition to the Offer and the Consent Solicitation is not satisfied and to amend the Offer or Consent Solicitation in any respect.

Each of the 2016 Notes Offer and the 2018 Notes Offer is not conditional upon the receipt by the Company of the Requisite Consents from Holders of the relevant Series of Notes or the execution by the Company and the Trustee of the Supplemental Indenture implementing the applicable Proposed Amendments to the relevant Indenture.

See “The Terms of the Offer and the Consent Solicitation—Conditions to Consummation of the Offer and the Consent Solicitation.”

Early Settlement Date If the Company elects to exercise the early purchase option in respect of either Series of Notes, the “*Early Settlement Date*” is the date of payment of the Early Participation Consideration, plus accrued and unpaid interest to, but not including, the Early Settlement Date for all Notes of such Series validly tendered at or prior to the Early Tender Date and accepted for purchase. Upon the acceptance for payment, and payment for, any Notes of a Series on the Early Settlement Date, the Offer with respect to such Series of Notes will have become unconditional with regard to such Series of Notes. The Early Settlement Date is expected to be October 6, 2015. Payment will be made in immediately available (same-day) funds.

Final Settlement Date The “*Final Settlement Date*” is the date of payment of the applicable Early Participation Consideration or the applicable Tender Consideration, as the case may be, plus accrued and unpaid interest to, but not including, the Final Settlement Date for all Notes accepted for purchase on the Final Acceptance Date. The Final Settlement Date will take place for all of the Notes of each Series remaining outstanding on such date, which have been validly tendered at or prior to the Expiration Date, whether or not the Company elects to exercise the early purchase option in respect of such Series of Notes. The Final Settlement Date is expected to be October 16, 2015, unless the Expiration Date is extended, in which case the Final Settlement Date shall occur promptly after the Expiration Date. Payment will be made in immediately available (same-day) funds.

Untendered Notes Notes not validly tendered and accepted for purchase pursuant to the Offer, and Notes that are validly tendered pursuant to the Offer but are validly withdrawn from the Offer in accordance with the terms thereof, will remain outstanding. See “Certain Significant Considerations—Certain Consequences to Holders of Notes Not Tendered” and “Change of Control Offer.” Holders who tender only a portion of their Notes pursuant to the Offer will retain Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

Certain Consequences to Holders of Notes Not Tendered Holders who do not validly tender their Notes in the Offer, or who tender their Notes in the Offer but validly withdraw such Notes, will not receive the Tender Consideration or the Early Participation Consideration, as the case may be. Any Notes outstanding after consummation of the Offer will, unless they are validly tendered in the Change of Control Offer, continue to be obligations of the Company, will continue to accrue and pay interest and will have the other

benefits of the related Indenture (as amended by the related Supplemental Indenture, if the Requisite Consents are received). See “Change of Control Offer.” However, consummation of the Offer with respect to a Series of Notes, the release of the rights of Holders of such Series of Notes in the Common Security and the adoption of the applicable Proposed Amendments to the relevant Indenture (if the Requisite Consents are received) may have adverse consequences for Holders of such Series of Notes who elect not to tender their Notes in the Offer, including the following:

- Holders will not have the benefit of the Common Security, restrictive covenants, reporting obligations and certain of the event of default and other provisions presently contained in the related Indenture; and
- the trading market for the Notes of such Series not validly tendered in response to the Offer is likely to be significantly reduced.

Holders who do not validly tender their Notes in the Offer, or who tender their Notes in the Offer but validly withdraw such Notes, may tender their Notes in the Change of Control Offer. **However, Holders should note that the Early Participation Consideration is higher than, and the Tender Consideration is lower than, the Change of Control Offer Price under the Change of Control Offer.**

For a discussion of certain factors that should be considered in evaluating the Offer and the Consent Solicitation, see “Certain Significant Considerations” and “Change of Control Offer.”

Procedures for Tendering Notes and Delivering Consents

To tender Notes, Holders must follow the procedures set forth in “The Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents.”

Certain Tax Consequences

For a summary of certain United States federal income tax and Singapore income tax consequences of the Offer and the Consent Solicitation, see “Certain Tax Consequences.”

Waivers; Extensions; Amendments; Termination

The Company expressly reserves the right, in its sole discretion, subject to applicable law, regardless of whether or not any of the events set forth in “—Conditions to Consummation of the Offer and the Consent Solicitation” shall have occurred or shall have been determined by the Company to have occurred:

- to terminate the 2016 Notes Offer or the 2018 Notes Offer and the related Consent Solicitation at any time at or prior to the time the Company announces the results of the Offer and Consent Solicitation as of the Early Tender Date and its intention to accept Notes of such Series tendered at or prior to the Early Tender Date;
- to delay the acceptance for purchase of any Notes or, regardless of whether any Notes were theretofore accepted for purchase, to delay the purchase of any Notes pursuant to the 2016 Notes Offer or the 2018 Notes Offer, by giving written notice of the delay to the Tender Agent;
- to waive any condition to the Offer, including the General Conditions, and accept and pay for one or both Series of Notes previously tendered pursuant to the Offer; and
- at any time, or from time to time, to amend the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation in any respect (including amending the Offer to withdraw the offer to purchase the Notes). Any amendment to the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation will apply to all Notes tendered

pursuant to such Offer, regardless of when or in what order such Notes were tendered.

Any amendment applicable to the 2016 Notes Offer or the 2018 Notes Offer will apply to all of the related Notes tendered pursuant to such Offer. See “The Terms of the Offer and the Consent Solicitation—Expiration Date; Early Tender Date; Extensions; Termination; Amendments.” Neither Offer and Consent Solicitation is conditional on the other Offer and Consent Solicitation. The Company may determine, in its sole discretion, to terminate, postpone or amend one Offer or Consent Solicitation without terminating, postponing or amending the other.

<i>Change of Control Offer</i>	Concurrent with, but separate from the Offer and the Consent Solicitation, as required by the terms of the Indentures, the Company has commenced the 2016 Notes Change of Control Offer and the 2018 Notes Change of Control Offer, in each case at the Change of Control Offer Price, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of repurchase. The Change of Control Offer Expiration Date is on October 13, 2015 (unless extended in accordance with the Change of Control Notice and Offer Document). Tenders of Notes pursuant to the 2016 Notes Change of Control Offer and 2018 Notes Change of Control Offer will not include the 2016 Consents and the 2018 Consents, respectively, and Holders of a Series of Notes tendered in the relevant Change of Control Offer will not, under any circumstances be entitled to the Tender Consideration or the Early Participation Consideration with respect to such Series of Notes. The Early Participation Consideration is higher than, and the Tender Consideration is lower than, the Change of Control Offer Price under the Change of Control Offer. The procedures for tendering Notes in the Offer and in the Change of Control Offer are separate. Notes of a Series tendered in the Offer may not be tendered in the Change of Control Offer with respect to such Series of Notes, and Notes of a Series tendered in the Change of Control Offer may not be tendered in the Offer with respect to such Series of Notes. See “Change of Control Offer.”
<i>Dealer Managers</i>	Barclays Bank PLC, Singapore Branch, DBS Bank Ltd. and ING Bank N.V., Singapore Branch.
<i>Tender Agent</i>	The Bank of New York Mellon.
<i>Trustee</i>	The Bank of New York Mellon.
<i>Clearing System</i>	The Depository Trust Company.
<i>Further Information</i>	You may request assistance or additional copies of this Offer to Purchase and any other documents related to the Offer and the Consent Solicitation by contacting the Tender Agent at its contact details on the last page of this Offer to Purchase.

CERTAIN INFORMATION CONCERNING THE COMPANY

The Company is a limited liability company incorporated under the laws of the Republic of Singapore. The Company's corporate governance structure is set out in its Memorandum of Association and its Articles of Association, which were last amended on July 3, 2015. The Company was incorporated in 1994. Its registered office is located at 10 Ang Mo Kio Street 65, #04-08/09 Techpoint, Singapore 569059, Republic of Singapore, and its telephone and facsimile numbers at that address are (+65) 6824-7777 and (+65) 6720-7826, respectively.

PURPOSES OF THE OFFER AND THE CONSENT SOLICITATION

The purpose of the Offer is to acquire any and all of the outstanding Notes.

The purpose of the Consent Solicitation and the Proposed Amendments is to release the rights of Holders in the Common Security and to eliminate or modify substantially all of the restrictive covenants relating to the Company and the Restricted Subsidiaries (as defined in each Indenture), certain requirements that must be satisfied in order for the Company to legally defease and discharge the Notes, certain conditions, certain reporting obligations, certain events of default and related provisions in the Indentures. See "Certain Significant Considerations" and "The Proposed Amendments."

SOURCE AND AMOUNT OF FUNDS

Based on the Early Participation Consideration for the Notes and assuming all of the Notes are validly tendered prior to the Early Tender Date, the total amount of funds required to purchase all of the Notes sought pursuant to the Offer with respect to all of the Notes is expected to be approximately \$821.3 million.

The Company intends to fund the purchase of the Notes sought pursuant to the Offer using a portion of the proceeds from the issuance of the Perpetual Securities (as defined and described below) and, if necessary, borrowings under the Bridge Loan Facility (as defined below).

In addition, the Company may, subject to market conditions, commence an offering of new senior secured notes (the "New Notes") to qualified institutional buyers within the United States in a private offering under Rule 144A under the U.S. Securities Act of 1933, as amended ("Securities Act"), and to non-U.S. persons outside of the United States under Regulation S of the Securities Act. If it does so and is able to successfully consummate such an offering, the Company intends to also use the proceeds from the issuance of the New Notes to fund the purchase of the Notes sought pursuant to the Offer.

On July 16, 2015, the Company commenced an offering of \$200 million of its 4% perpetual securities (the "Perpetual Securities") to its shareholders by way of a non-renounceable rights issue. All \$200 million of the Perpetual Securities were issued in August 2015. The Perpetual Securities constitute the direct, senior and unsecured obligations of the Company and rank pari passu with all of the Company's outstanding senior and unsecured and unsubordinated obligations but are subordinated to certain of its senior debt, including the Notes, the New Notes (if issued) and the Bridge Loan Facility.

On August 6, 2015, the Company entered into an up to \$890 million bridge loan facility with DBS Bank Ltd. as facility agent, arranger and lender (the "Bridge Loan Facility"). All amounts borrowed under this facility as well as all unpaid accrued interest, fees and other amounts are expected to be due in full on the date falling six months from the date of the Bridge Loan Facility. Subject to certain requirements, this facility may be extended twice with the second extension's maturity date falling 12 months from the date of the Bridge Loan Facility. The interest payable under this facility will range from 1.50% plus LIBOR (up to and including the original maturity date prior to any extensions) to 2.40% plus LIBOR (from the first extension's maturity date to second extension's maturity date) per annum. The Company has also agreed to pay a customary commitment fee from the date of the agreement for the Bridge Loan Facility to the date of drawdown under the Bridge Loan Facility. This facility includes certain covenants by the Company and its subsidiaries and events of default that are customary for a transaction of this nature.

The Bridge Loan Facility is guaranteed by all of the Company's subsidiaries except STATS ChipPAC Shanghai Co., Ltd., STATS ChipPAC (Thailand) Limited and STATS ChipPAC Services (Thailand) Limited. The Bridge Loan Facility is secured by first ranking security interests over all present and future assets of the Company and certain subsidiaries, subject to certain exceptions, and pledges over the share capital of certain subsidiaries owned by the Company (the "Common Security"). Such Common Security currently secures the Notes on a pari passu basis and is expected to also secure, on a pari passu basis, the New Notes (if issued). However, if, pursuant to the Offer and the Consent Solicitation, the Requisite Consents from Holders of Notes of a Series are received and the applicable Proposed Amendments become operative, the rights of Holders of Notes of such Series in the Common Security will be released and the Notes of such Series will no longer be secured by, and share in, the Common Security.

In order to, among other things, refinance amounts borrowed (or a portion thereof) under the Bridge Loan Facility on or prior to its maturity date, the Company expects to enter into a facility agreement for an up to \$500 million term loan and revolving facilities (collectively, the “*Takeout Facilities*”) with DBS Bank Ltd., Barclays Bank PLC and ING Bank N.V. (the “*MLABs*”) as mandated lead arrangers, bookrunners and underwriters. As of the date of this Offer to Purchase, the Company has not yet entered into a binding facility agreement in respect of the Takeout Facilities. There can be no assurance that the Company will be able to enter into a binding facility agreement in respect of the Takeout Facilities, or any such other facility to refinance the Bridge Loan Facility. If the Company is unable to refinance the Bridge Loan Facility in a timely manner, it would be in default under the terms of the Bridge Loan Facility. In the event of such default, there would be a cross-default under the terms of the Company’s other debt agreements, and the holders of debt could terminate their commitments to lend to the Company, accelerate repayment of the debt and declare all amounts due and payable or terminate the agreements, as the case may be.

CHANGE OF CONTROL OFFER

Upon the Change of Control (as defined below) on August 5, 2015, JCET-SC (as defined below) became the beneficial shareholder of the majority of the ordinary shares of the Company, and Singapore Technologies Semiconductors Pte. Ltd. (“*STSP*”), a wholly-owned subsidiary of Temasek Holdings (Private) Limited (“*Temasek*”), which had been the Company’s controlling shareholder holding approximately 83.7% of its ordinary shares, ceased to be a beneficial shareholder of the Company. This constituted a “Change of Control” as defined in the Indentures and the Company is required by the terms of the Indentures to make a Change of Control Offer (as defined in the Indentures) to each holder of the outstanding Notes.

Concurrent with, but separate from the Offer and the Consent Solicitation, as required by the terms of the Indentures, the Company has commenced the 2016 Notes Change of Control Offer and the 2018 Notes Change of Control Offer, in each case at the Change of Control Offer Price, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of repurchase. The Change of Control Offer Expiration Date is on October 13, 2015 (unless extended in accordance with the Change of Control Notice and Offer Document). Tenders of Notes pursuant to the 2016 Notes Change of Control Offer and 2018 Notes Change of Control Offer will not include the 2016 Consents and the 2018 Consents, respectively, and Holders of a Series of Notes tendered in the relevant Change of Control Offer will not, under any circumstances be entitled to the Tender Consideration or the Early Participation Consideration with respect to such Series of Notes. **The Early Participation Consideration is higher than, and the Tender Consideration is lower than, the Change of Control Offer Price under the Change of Control Offer.**

The procedures for tendering Notes in the Offer and in the Change of Control Offer are separate. Notes of a Series tendered in the Offer may not be tendered in the Change of Control Offer with respect to such Series of Notes, and Notes of a Series tendered in the Change of Control Offer may not be tendered in the Offer with respect to such Series of Notes. Holders of the Notes should refer to the Change of Control Notice and Offer Document for the procedures applicable to the tendering of Notes in the Change of Control Offer.

RECENT DEVELOPMENTS

JCET Offer and Change of Control

On June 26, 2015, JCET-SC (Singapore) Pte. Ltd. (“*JCET-SC*”), a subsidiary of JCET, made a voluntary conditional cash offer (the “*JCET Offer*”) for all the Company’s ordinary shares for an aggregate purchase price of \$780 million, subject to certain conditions. On August 5, 2015, the JCET Offer became unconditional in all respects and JCET-SC announced that it had received acceptances in respect of 90.27% of the Company’s ordinary shares. Consequently, on August 5, 2015, JCET-SC became the beneficial shareholder of the majority of the ordinary shares of the Company, and STSP, a wholly-owned subsidiary of Temasek, which had been the Company’s controlling shareholder holding approximately 83.7% of its ordinary shares, ceased to be a beneficial shareholder of the Company. This constituted a “Change of Control” as defined in the Indentures and upon such occurrence, the Company is required by the Indentures to make an offer to each holder of the outstanding Notes to make a Change of Control Offer (as defined in the Indentures) for the Notes at a purchase price of 101.0% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to the date of purchase.

On August 5, 2015, the Company completed its divestment of its 51.9% of shares of STATS ChipPAC Taiwan Semiconductor Corporation and 100% of shares of STATS ChipPAC Taiwan Co., Ltd., each a Taiwan corporation (collectively, the “*Taiwan Entities*”), as the Taiwan Entities fell outside the scope of the JCET Offer. Accordingly, the Taiwan Entities no longer form part of the Company’s consolidated Group.

The JCET Offer closed on August 27, 2015 and JCET-SC announced that it received acceptances in respect of 97.26% of the Company’s ordinary shares as of that date. As JCET-SC has acquired more than 90% of the Company’s ordinary shares, JCET-SC is entitled to, pursuant to the Companies Act, Chapter 50 of Singapore, and has announced that it will, exercise the right to compulsorily acquire all the remaining ordinary shares of shareholders who have not accepted the JCET Offer. The

Company wrote to the SGX-ST on August 28, 2015 seeking confirmation that the SGX-ST has no objection to the delisting of its ordinary shares from the SGX-ST upon completion of the JCET Offer. In addition, since the total number of the Company's ordinary shares that are held in public hands has fallen below 10%, it no longer meets the free float requirement prescribed by the listing manual of the SGX-ST and the SGX-ST suspended trading of its ordinary shares on August 28, 2015, following the closing of the JCET Offer

CERTAIN SIGNIFICANT CONSIDERATIONS

You should carefully review the following considerations, in addition to the other information set forth herein before determining whether or not to tender your Notes and deliver Consents to the release of the rights of Holders in the Common Security and the adoption of the Proposed Amendments.

The Offer and Consent Solicitation

The Company is conducting the Offer for the purchase of the Notes from the Holders. Before tendering any Notes, each Holder should review this Offer to Purchase and carefully consider whether it desires to participate in the Offer. A Holder that validly tenders its Notes for payment in accordance with the terms of the Offer will receive either the Tender Consideration or the Early Participation Consideration.

Certain Consequences to Holders of Notes Not Tendered

Holders who do not validly tender their Notes in connection with the Offer, or who validly tender their Notes in the Offer but withdraw such Notes, will not be entitled to the applicable Tender Consideration or the applicable Early Participation Consideration. Any Notes that remain outstanding after consummation of the Offer will continue to be obligations of the Company unless they are validly tendered in the Change of Control Offer. The 2016 Notes will continue to accrue interest at a rate per annum of 5.375%, payable semi-annually in arrears on March 31 and September 30 of each year, and will have the other benefits of the 2016 Notes Indenture (as amended by the related Supplemental Indenture, if the Requisite Consents are received). The 2018 Notes will continue to accrue interest at a rate per annum of 4.5%, payable semi-annually in arrears on March 20 and September 20 of each year, and will have the other benefits of the 2018 Notes Indenture (as amended by the related Supplemental Indenture, if the Requisite Consents are received).

Consummation of the Offer with respect to a Series of Notes, the release of the rights of Holders of such Series of Notes in the Common Security and the adoption of the applicable Proposed Amendments to the relevant Indenture (if the Requisite Consents are received) may have certain adverse consequences for Holders of such Series of Notes that elect not to tender their Notes in the Offer. See “—Effect of the Proposed Amendments” and “—Adverse Effects on Trading Market for the Notes” below. In addition, the Change of Control and related transactions will, among other things, have an impact on the Company. See “—Effects of the Change of Control”.

Holders who do not validly tender their Notes in the Offer, or who tender their Notes in the Offer but validly withdraw such Notes, may tender their Notes in the Change of Control Offer. **However, Holders should note that the Early Participation Consideration is higher than, and the Tender Consideration is lower than, the Change of Control Offer Price under the Change of Control Offer.** See “Change of Control Offer.”

Effect of the Proposed Amendments

If, pursuant to the Offer and the Consent Solicitation, the Requisite Consents from Holders of Notes of a Series are received and the applicable Proposed Amendments become operative, Notes of such Series which are not validly tendered for purchase pursuant to the terms of the Offer for any reason will no longer be secured by, and share in, the Common Security that was granted to Holders in connection with the Company entering into the Bridge Loan Facility, which will render such Notes effectively subordinated to the New Notes (if issued), Bridge Loan Facility and any other existing and future secured indebtedness that the Company may incur. In addition, Holders of such Notes will no longer be entitled to the benefits of substantially all of the restrictive covenants, certain conditions, certain reporting obligations and certain events of default under the related Indenture after those provisions have been eliminated or modified by the Proposed Amendments. The Proposed Amendments would amend the related Indenture to delete or modify (i) most of the restrictive covenants; (ii) certain conditions to be satisfied in the event of defeasance; (iii) certain conditions governing the revocation and effect of consents; and (iv) certain other actions that would otherwise be required or restricted under the applicable Indenture. The restrictive covenants that would be deleted by the Proposed Amendments include the following limitations or requirements: taxes; stay, extension and usury laws; restricted payments; limitations on restrictions on distributions from restricted subsidiaries; limitations on indebtedness; sales of assets (in relation to the 2016 Notes); affiliate transactions; liens; corporate existence; note guarantee by certain subsidiaries; changes in covenants when the Notes are rated investment grade; payments for consent; additional note guarantees; offers to purchase by application of excess proceeds (in relation to the 2016 Notes); and merger, consolidation or sale of assets of the Company and guarantors.

In addition, the Proposed Amendments would eliminate certain provisions of the Indentures which require the Company to provide certain quarterly and annual financial and other information to the Trustee. As a result, if the Proposed Amendments are adopted, in addition to being released from the obligation to comply with many of the other covenants under the Indentures, the Company will no longer be required to provide its financial or other information to the Trustee pursuant to the Indentures.

Further, the Proposed Amendments would permit the Company and its businesses to be managed in a manner that otherwise might have been prohibited under the Indentures before the Proposed Amendments became operative. Without taking into account other factors affecting the Notes that might result from the consummation of the Offer, the Proposed Amendments and the incurrence of senior secured indebtedness might have a material adverse effect on the value or credit rating of the Notes.

The Proposed Amendments will not relieve the Company from its obligation to make scheduled payments of principal and accrued interest on any Notes not purchased pursuant to the Offer in accordance with the terms of the applicable Indenture as currently in effect, nor will they relieve the Company from the requirement to make the Change of Control Offer (as defined herein) in accordance with the terms of the applicable Indenture.

See “The Proposed Amendments.”

Adverse Effects on Trading Market for the Notes

To the extent that Notes of a Series are validly tendered and accepted for purchase in the Offer, the trading market for the Notes of such Series that remain outstanding thereafter may become significantly reduced. A debt security with a smaller outstanding principal amount available for trading, which is referred to herein as a smaller “float,” may command a lower price than would a comparable debt security with a larger float. Therefore, the market price for Notes of a Series not validly tendered for purchase may be affected adversely to the extent that the principal amount of Notes tendered and purchased pursuant to the Offer reduces the float of the Notes of such Series. The reduced float may also make the trading price more volatile. In addition, the release of the rights of Holders of Notes of such Series in the Common Security and the reduced covenant protection resulting from the Proposed Amendments (if the Requisite Consents are received) is likely to have an adverse impact on the trading market for the Notes of such Series. There can be no assurance that any trading market will exist for any Notes outstanding following the consummation of the Offer. The extent of the market for the Notes of a Series following consummation of the Offer would depend upon, among other things, the remaining outstanding principal amount of Notes of such Series after the Offer, the number of Holders who remain at that time and the interest in maintaining a market in the Notes of such Series on the part of securities firms, and other factors.

Each Series of Notes is currently listed on the SGX-ST. In the event that the Offer is consummated, subject to the terms of the relevant Indenture (as amended by the related Supplemental Indenture, if the Requisite Consents are received), and subject to other applicable contractual commitments of the Company, the Company may delist the one or both Series of Notes from the SGX-ST. Delisting a Series of Notes from the SGX-ST will likely negatively impact the trading market for any Notes of such Series outstanding following the consummation of the Offer.

Effects of the Offer and Consent Solicitation and Change of Control Offer

The Company expects to record a charge to net income in the second half of fiscal 2015 relating to the Offer and Consent Solicitation and the Change of Control Offer in respect of the Notes and the amount of such charge may be material. Assuming all of the Notes will be tendered prior to the Early Tender Date and repurchased in the Offer and Consent Solicitation, the charge would amount to approximately \$28 million comprising a charge of approximately \$10 million relating to the premium that may be paid relating to the Offer and Consent Solicitation and the Change of Control Offer and a non-cash charge of approximately \$18 million relating to the write-off of debt issuance cost in connection with the 2016 Notes and 2018 Notes.

Effects of the Change of Control

On August 5, 2015, JCET-SC became the beneficial owner of the majority of the ordinary shares of the Company, and Temasek ceased to be a beneficial shareholder of the Company. In connection with the Change of Control, JCET elected a new board of directors to replace the Company’s previous board of directors. In addition, the Company issued the Perpetual Securities and the Taiwan Entities were fully divested and no longer form part of the Company’s consolidated Group. The Company expects the Change of Control and these related transactions will have an impact on its results of operations and financial condition going forward. The initial impact on the Company’s revenue and profitability may be negative as a result of the divestment of the profitable Taiwan Entities, its committed payments to these entities pursuant to a technical services agreement that was entered into in connection with the divestment, the potential negative impact of the Change of Control on its credit rating, which may lead to higher interest expense going forward, and customer concerns regarding the impact of the Change of

Control. However, the Company expects the benefits of revenue and cost synergies from JCET's acquisition of it to help offset the impact of the foregoing on its results of operations and financial condition.

In June 2015, Standard & Poor's Rating Services ("*S&P*") downgraded the Company's long-term corporate credit ratings as well as the ratings of the Notes to reflect the Change of Control and the fact that the Company is less likely to receive "extraordinary government support" following the Change of Control. S&P indicated that in its view, the strategic importance of the technology industry to the Singapore government is less significant than before, and further S&P believes the link between the government and the Company is limited given Temasek's divestment. Temasek is wholly-owned by the Minister for Finance, a body incorporate constituted by the Minister for Finance (Incorporation) Act (Cap. 183). On September 1, 2015, while S&P affirmed the Company's long-term corporate credit rating and the rating of the Notes, it revised the Company's outlook from stable to negative due to certain factors, including the slowdown in the outsourced semiconductor assembly and test industry, the view that the Company may not be able to improve its key financial ratios over the next year and the funding structure of the JCET Offer. In August 2015, Moody's Investors Service downgraded the Company's corporate credit rating due to a combination of factors, including the perception that the Group's operating performance is weakening, the refinancing risks associated with its current debt restructuring, as well as the complex funding and ownership structures associated with the JCET Offer. Any further downgrade in the Company's debt rating could impair its ability to secure future debt, at reasonable rates or at all.

Future Actions in Respect of the Notes

The Company has offered to purchase any and all of the outstanding Notes in the Offer.

Concurrent with but separate from the Offer and Consent Solicitation, the Company has commenced the Change of Control Offer as required and pursuant to the terms of the Indentures.

Although the Company currently does not intend to do so, the Company may purchase additional Notes in the open market, in privately negotiated transactions, through future tender offers or exchange offers, by redemption under the terms of the Indentures, or otherwise. Any future purchase may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Offer. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Company will ultimately choose to pursue in the future.

Based on a commitment letter in relation to the Takeout Facilities, under the terms of the Takeout Facilities, any MLAB (acting in its sole discretion) will have the right to require the Company to redeem in full the outstanding 2016 Notes and/or 2018 Notes in accordance with the relevant Indentures, provided that a MLAB will only be able to require the Company to redeem the 2018 Notes after March 20, 2016. Accordingly, the Company may be required to redeem the 2016 Notes and/or the 2018 Notes under the terms of the relevant Indentures.

Certain Terms of the Notes

The 2016 Notes were issued under the 2016 Notes Indenture. As of the date hereof, \$200,000,000 aggregate principal amount of the 2016 Notes are outstanding. The 2016 Notes bear interest at a rate of 5.375% per annum, payable on each March 31 and September 30. The 2016 Notes mature on September 30, 2016. Under the 2016 Notes Indenture, the Company is entitled to redeem the 2016 Notes, in whole or in part, upon not less than 30 days nor more than 60 days prior notice, at a redemption price equal to 101.3438% of the principal amount of the 2016 Notes redeemed plus accrued and unpaid interest to the date of redemption.

The 2018 Notes were issued under the 2018 Notes Indenture. As of the date hereof, \$611,152,000 aggregate principal amount of the 2018 Notes are outstanding for purposes of the Offer and Consent Solicitation. The 2018 Notes bear interest at a rate of 4.5% per annum, payable on each March 20 and September 20. The 2018 Notes mature on March 20, 2018. Under the 2018 Notes Indenture, the Company is entitled to redeem the 2018 Notes, in whole or in part, upon not less than 30 days nor more than 60 days prior notice, at a redemption price equal to (i) prior to March 20, 2016, 100.0% of the principal amount of the 2018 Notes redeemed plus a "make-whole" premium, (ii) on or after March 20, 2016 and prior to March 20, 2017, 102.25% of the principal amount of the 2018 Notes redeemed, and (iii) on or after March 20, 2017, 100.0% of the principal amount of the 2018 Notes redeemed, in each case plus accrued and unpaid interest to the date of redemption.

The Notes contain certain covenants, including those outlined in "The Proposed Amendments" (most of which will be eliminated if the Proposed Amendments are adopted).

The above description of the terms of the Notes is qualified in its entirety by reference to the full and complete terms contained in the related Indenture (including the form of the Notes attached thereto), electronic copies of which are available upon request without charge from the Company.

THE TERMS OF THE OFFER AND THE CONSENT SOLICITATION

Upon the terms and subject to the conditions set forth in this Offer to Purchase (including, if the Offer is extended or amended, the terms and condition(s) of any such extension or amendment), the Company is offering to purchase for cash any and all of its outstanding Notes.

The Early Participation Consideration for Notes validly tendered pursuant to the Offer at or prior to the Early Tender Date shall be \$1,012.50 per \$1,000 principal amount of the Notes. The Tender Consideration is equal to the Early Participation Consideration less the Early Participation Premium. Subject to the terms and conditions set forth in this Offer to Purchase, the Company offers to pay the Early Participation Consideration to each Holder that has validly tendered and not withdrawn its Notes at or prior to the Early Tender Date.

Upon the terms and subject to the conditions set forth in this Offer to Purchase (including, if the Consent Solicitation is extended or amended, the terms and conditions of any such extension or amendment), the Company is soliciting Consents to the release of the rights of Holders in the Common Security and the Proposed Amendments from Holders of the Notes. No consent fee or other consideration will be paid with respect to Consents delivered pursuant to the Consent Solicitation.

Payment of the Early Participation Consideration or the Tender Consideration, as applicable, plus accrued and unpaid interest up to, but not including, the Final Settlement Date, for Notes validly tendered and accepted for purchase shall be made promptly following the Expiration Date on the Final Settlement Date. If the Company elects to exercise the early purchase option in respect of either Series of Notes, payment of the Early Participation Consideration plus accrued and unpaid interest up to, but not including the Early Settlement Date for all Notes of such Series validly tendered at or prior to the Early Tender Date and accepted for purchase shall be made on the Early Settlement Date. Any Holder who tenders Notes after the Early Tender Date but on or prior to the Expiration Date will be entitled to receive, if the Notes are accepted for purchase pursuant to the Offer, the Tender Consideration, but not the Early Participation Premium, for the Notes so tendered and accepted for purchase. The Company will be deemed to have accepted validly tendered Notes in the Offer and, therefore, validly delivered Consents in the Consent Solicitation, if, as and when the Company has given written notice thereof to the Tender Agent. Neither Offer and Consent Solicitation is conditional upon the other Offer and Consent Solicitation. The Company may determine, in its sole discretion, to accept tendered Notes of a Series without accepting the tendered Notes of the other Series.

Holders who desire to tender their Notes pursuant to the Offer and to receive the applicable Early Participation Consideration are required to validly tender and not withdraw such Notes at or prior to the Early Tender Date. In connection with the Offer, the valid tender of Notes of a Series by a Holder at or prior to the Early Tender Date in accordance with the procedures set forth herein will constitute the delivery of a Consent by the tendering Holder to the release of the rights of Holders of Notes of such Series in the Common Security and the applicable Proposed Amendments. As the release of the rights of Holders in the Common Security and the Proposed Amendments with respect to each Series of Notes are being presented as one proposal with respect to the relevant Indenture, the delivery of a Consent by a Holder will constitute a consent to the release of the rights of Holders of Notes of such Series in the Common Security and all of the Proposed Amendments to the relevant Indenture irrespective of whether a Consent purports to consent only to the release of the rights of Holders of Notes of such Series in the Common Security or some of the Proposed Amendments.

Holders who validly tender their Notes will receive, on the Early Settlement Date or the Final Settlement Date, as the case may be, accrued interest up to, but not including, the Early Settlement Date or the Final Settlement Date, respectively.

Any affiliates of the Company who are Holders may only tender their Notes pursuant to the Offer after the Early Tender Date.

To the extent permitted by applicable law, the Company reserves the right, regardless of whether or not any of the events set forth in “—Conditions to Consummation of the Offer and the Consent Solicitation” shall have occurred or shall have been determined by the Company to have occurred, to extend, delay, accept, amend or terminate the Offer and/or the Consent Solicitation relating to one or both Series of Notes. To the extent permitted by applicable law, the Company may waive any or all of the conditions to the Offer and the Consent Solicitation relating to one or both Series of Notes.

All Holders who tender their Notes at or prior to the Early Tender Date pursuant to the Offer and in accordance with the procedures described in this Offer to Purchase will be deemed to have delivered their Consents pursuant to the related Consent Solicitation. Holders may not deliver Consents without tendering their Notes nor may they tender Notes at or prior to the Early Tender Date without delivering Consents. Holders who tender their Notes after the Early Tender Date but on or prior to the Expiration Date will receive only the Tender Consideration, rather than the Early Participation Consideration. A Holder may not revoke a Consent without withdrawing the previously tendered Notes to which such Consent relates. Tenders of Notes may be validly withdrawn and Consents may be validly revoked at any time

at or prior to the Early Tender Date, but not thereafter. A valid withdrawal of tendered Notes at or prior to the Early Tender Date will constitute the concurrent valid revocation of such Holder's related Consent. Holders who tender their Notes after the Early Tender Date but at or prior to the Expiration Date pursuant to the Offer in accordance with the procedures described in this Offer to Purchase, will not be able to withdraw such tenders.

Notes may be tendered and will be accepted for purchase only in denominations of (a) \$100,000 and integral multiples of \$1,000 for the 2016 Notes and (b) \$200,000 and integral multiples of \$1,000 for the 2018 Notes. In the event that the Company amends the consideration offered for a Series of Notes in the Offer, the amended consideration will be paid with regard to all Notes of such Series accepted in the Offer, including those accepted before the announcement of an increase or decrease in consideration.

Holders who tender Notes in the Offer will not be required to pay brokerage commissions to the Dealer Managers or the Tender Agent, or fees or, subject to the rules and regulations of DTC, other transfer taxes with respect to the tender of Notes pursuant to the Offer. If the Notes are held through a nominee, Holders should contact the nominee to determine whether any transaction costs are applicable. See "Fees and Expenses."

The Consent Solicitation

In conjunction with the Offer, the Company is soliciting Consents from Holders of Notes to the release of the rights of Holders in the Common Security and the adoption of the Proposed Amendments.

Holders who tender their Notes at or prior to the Early Tender Date pursuant to the Offer, and do not validly withdraw such tenders at or prior to the Early Tender Date, in accordance with the procedures described in this Offer to Purchase, will be deemed to have delivered their Consents pursuant to the Consent Solicitation and will not be able to withdraw such tenders after the Early Tender Date. Holders may not deliver Consents without tendering their Notes in the Offer. Any affiliates of the Company who are Holders may only tender their Notes pursuant to the Offer after the Early Tender Date and therefore will not be permitted to deliver Consents pursuant to the Consent Solicitation.

Upon receipt of Consents, the Company intends to cause the Tender Agent to deliver the Consents to the Trustee as soon as practicable after the Early Tender Date. The Company will not be obligated to accept tendered Notes for purchase and to pay the Early Participation Consideration or the Tender Consideration, as applicable, pursuant to the Offer unless, among other things, the conditions set forth in this Offer to Purchase shall have been satisfied or waived. In addition, Consents will not be counted if, in the Company's sole discretion, the tender of a Holder's Notes is defective and the defect is not cured to the satisfaction of, or waived by, the Company.

The Company may, but is not obligated to, execute each Supplemental Indenture at any time after the Early Tender Date. It is anticipated that the Company and the Trustee will execute each Supplemental Indenture (if the Requisite Consents are received) promptly after the Early Tender Date. Although each Supplemental Indenture is expected to be executed (if the Requisite Consents are received) promptly after the Early Tender Date, the rights of Holders in the Common Security will not be released and the Proposed Amendments set forth in each Supplemental Indenture will not become operative until the related Series of Notes representing the Requisite Consents that were validly tendered (and not validly withdrawn at or prior to the Early Tender Date) are accepted for purchase by the Company pursuant to the terms of the Offer. The provisions to be eliminated or modified in connection with the Proposed Amendments with respect to a Series of Notes will remain in effect in the form in which they currently exist, and the Notes of such Series will remain secured by the Collateral, until the Notes of such Series are accepted for purchase by the Company and paid for, whereupon the provisions subject to amendment will be modified or eliminated as provided in the Proposed Amendments. See "—Conditions to Consummation of the Offer and the Consent Solicitation."

If the Proposed Amendments have become operative with respect to a Series of Notes, the Proposed Amendments will be binding on all non-tendering Holders of such Series of Notes and the rights of Holders of such Series of Notes in the Common Security will be released. Accordingly, consummation of the Offer with respect to a Series of Notes and the adoption of the Proposed Amendments may have adverse consequences for Holders of such Series of Notes who elect not to tender in the Offer. See "Certain Significant Considerations." As a result of the adoption of the Proposed Amendments with respect to a Series of Notes, Holders of outstanding Notes of such Series will no longer be secured by, and share in, the Common Security that was granted to Holders in connection with the Company entering into the Bridge Loan Facility, which will render such Notes effectively subordinated to the New Notes (if issued), Bridge Loan Facility and any other existing and future secured indebtedness that the Company may incur. In addition, Holders of such Notes will no longer be entitled to the benefit of substantially all of the restrictive covenants relating to the Company, certain reporting obligations, certain events of default and certain other provisions presently contained in the related Indenture. In addition, the trading market for any Notes of a Series not validly tendered and purchased, pursuant to the terms of the Offer, is likely to be significantly reduced in the future if the Offer with respect of such Series of Notes is consummated. See "Certain Significant Considerations" and "The Proposed Amendments."

Acceptance of Notes for Purchase; Payment for Notes and Consents

Upon the terms and subject to the conditions of the Offer, the Company will accept for purchase all Notes of a Series validly tendered (and not validly withdrawn) pursuant to the applicable Offer and all Consents validly delivered (and not validly revoked) pursuant to the applicable Consent Solicitation. Subject to rules promulgated under the U.S Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), the Company expressly reserves the right to delay acceptance of any of the Notes and Consents or to terminate the Offer or the Consent Solicitation with respect of one of both Series of Notes and not accept for purchase any Notes of one or both Series not theretofore accepted, regardless of whether or not any of the conditions set forth in “—Conditions to Consummation of the Offer and the Consent Solicitation” shall have been satisfied or shall have been determined by the Company to have been satisfied. The Company will pay the Tender Consideration or the Early Participation Consideration, as applicable, pursuant to the Offer promptly after the acceptance for payment of the applicable Notes validly tendered and not validly withdrawn pursuant to the Offer on the Final Settlement Date or, if the Company elects to exercise the early purchase option, on the Early Settlement Date. In all cases, the Company will purchase Notes accepted for purchase pursuant to the Offer only after:

- satisfaction of the procedures of DTC;
- satisfaction of the relevant requirements set forth under the heading “—Procedures for Tendering Notes and Delivering Consents;” and
- the timely receipt by the Tender Agent of any other documents required thereby.

For purposes of the Offer, the Company will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes for which the Company has waived such defect) if, as and when the Company gives written notice thereof to the Tender Agent. Notice of such acceptance may be given for either or both Series of Notes. The 2016 Consents and the 2018 Consents delivered to the Tender Agent will be deemed to have been accepted by the Company if, as and when the Company and the Trustee execute the related Supplemental Indenture and the Company has accepted for purchase and paid for the related Notes pursuant to the terms of the Offer. DTC will receive the cash consideration from the Company and transmit the cash consideration to the tendering Holders. Under no circumstances will any additional amount be paid by the Company or the Tender Agent by reason of any delay by DTC in transmitting the cash consideration payment to the tendering Holders.

All questions as to the validity, form, eligibility (including the time of receipt), acceptance and withdrawal of tendered Notes and delivery and revocation of delivered Consents will be resolved by the Company, whose determination will be final and binding. The Company reserves the absolute right to reject any or all tenders of Notes and deliveries of Consents that are not in proper form or the acceptance of which would, in the opinion of counsel for the Company, be unlawful, and waive any irregularities or conditions of tender as to particular Notes or delivery as to particular Consents. The Company’s interpretation of the terms and Conditions to Consummation of the Offer and the Consent Solicitation will be final and binding. Unless waived, any irregularities or defects in connection with tenders of Notes and deliveries of Consents must be cured within that period of time as the Company determines. None of the Company, the Trustee, the Dealer Managers, or the Tender Agent will have any duty to give notification of irregularities or defects in tenders or deliveries or will incur any liability for failure to give that notification. Tendere of Notes or deliveries of Consents will not be deemed to have been made until the irregularities have been cured to the satisfaction of, or waived by, the Company.

The release of the rights of Holders in the Common Security and the Proposed Amendments for each Series of Notes constitute a single proposal with respect to the related Indenture, and a tendering or consenting Holder must consent to the release of the rights of Holders in the Common Security and the adoption of the Proposed Amendments to the related Indenture as an entirety and may not consent selectively with respect to certain Proposed Amendments. Accordingly, a Consent delivered by a Holder purporting to consent only to the release of the rights of Holders in the Common Security or some of the Proposed Amendments to the related Indenture will be treated as a Consent by such Holder to the release of the rights of Holders in the Common Security and all of the Proposed Amendments to the related Indenture.

If, for any reason whatsoever, acceptance for purchase of any Notes tendered and Consents delivered pursuant to the Offer and the Consent Solicitation is delayed, or the Company is unable to accept for purchase Notes tendered and Consents delivered pursuant to the Offer and the Consent Solicitation, then, without prejudice to the Company’s rights set forth in this Offer to Purchase, the Tender Agent may nevertheless, on behalf of the Company, and subject to rules promulgated under the Exchange Act, retain previously tendered Notes and delivered Consents, and those Notes may not be withdrawn and those Consents may not be revoked.

If the Offer with respect to one or both Series of Notes is terminated or withdrawn, or if any tendered Notes are not accepted for purchase because of an invalid tender, the occurrence or non-occurrence of certain other events set forth in this Offer to Purchase, or otherwise, then with respect to unaccepted Notes, notice will be given to DTC by the Company that such Notes should be released for trading in accordance with the procedures of DTC promptly after the Expiration Date or the termination of the Offer with respect to such Series of Notes and the Consents delivered in connection with those Notes will be deemed void.

No alternative, conditional or contingent tenders of Notes or deliveries of Consents will be accepted. A tendering Holder, by electronically transmitting its acceptance in accordance with the procedures of DTC, waives all rights to receive notice of acceptance of that Holder's Notes for purchase.

Holders whose Notes are tendered and accepted for purchase pursuant to the Offer will be entitled to accrued and unpaid interest on their Notes up to, but not including, the Early Settlement Date or the Final Settlement Date, as the case may be.

Procedures for Tendering Notes and Delivering Consents

The Offer and Consent Solicitation is eligible for DTC's Automated Tender Offer Program ("ATOP"). Accordingly, DTC participants may electronically transmit their acceptance of the Offer and deliver their Consents by causing DTC to transfer their Notes and indicate delivery of their Consents to the Tender Agent in accordance with DTC's ATOP procedures. DTC will then send an Agent's Message (as defined below) to the Tender Agent.

The term "Agent's Message" means a message transmitted by DTC, received by the Tender Agent, and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the DTC participant tendering Notes and delivering Consents which are the subject of such book-entry confirmation that such DTC participant (i) has received and agrees to be bound by the terms of the Offer and Consent Solicitation as set forth in this Offer to Purchase and that the Company may enforce such agreement against such participant, and (ii) consents to the release of the rights of Holders in the Common Security and the Proposed Amendments and the execution and delivery of the relevant Supplemental Indenture as described in this Offer to Purchase.

Although delivery of Notes may be effected through book-entry transfer into the relevant accounts of the Tender Agent at DTC, an Agent's Message in connection with a book-entry transfer must, in any case, be transmitted to and received by the Tender Agent at or prior to the Early Tender Date to receive the Early Participation Consideration or the Expiration Date to receive the Tender Consideration. Tenders of Notes will not be deemed validly made until an Agent's Message is received by the Tender Agent. Holders desiring to tender their Notes and deliver their Consents must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to tender their Notes. Tenders not received by the Tender Agent at or prior to the Early Tender Date or Expiration Date, as applicable, will be disregarded and deemed not validly tendered.

No letter of transmittal or consent form needs to be executed in relation to the Offer or Consent Solicitation for Notes tendered and Consents delivered through DTC. The valid electronic tender of Notes and delivery of Consents in accordance with DTC's ATOP procedures shall constitute a tender of Notes and/or delivery of Consents pursuant to the Offer or the Consent Solicitation, as applicable.

A Holder who tenders its Notes and delivers its Consent is requested to provide the Company with a Declaration for Singapore Income Tax Purposes. Please refer to "Certain Tax Consequences—Singapore Taxation." Such Declaration for Singapore Income Tax Purposes should be sent to STATS ChipPAC Ltd., 10 Ang Mo Kio Street 65, #04-08/09 Techpoint, Singapore 569059, Republic of Singapore, Fax: +65 6720 7829, Email: yenling.low@statschippac.com, Attention: Yenling Low.

The Trustee has informed the Company that all custodians and beneficial Holders of the Notes hold their Notes through DTC accounts and that there are no physical Notes in non-global form. If a Holder believes that such Holder is holding Notes in physical form, the Holder may tender such Notes pursuant to the terms of the Offer through the Tender Agent.

Non-DTC participants should request that their custodian bank tender their Notes through DTC on their behalf.

Delivery of Consents and Tender of Notes through Euroclear or Clearstream

Holders that hold Notes through Euroclear or Clearstream must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes and a delivery of Consents. Both Clearstream and Euroclear are indirect participants in the DTC system. To tender Notes held through Euroclear or Clearstream, a Holder who is not a direct participant in Euroclear or Clearstream must arrange for a direct participant to deliver its electronic acceptance instruction, which includes its Note Instructions (as defined below), to Euroclear or Clearstream in accordance with the procedures and the deadlines specified by Euroclear or Clearstream. Euroclear or Clearstream, as the case may be, shall in turn

arrange for electronic tender instructions received from their participants to be relayed to DTC via ATOP (which in turn will confirm receipt of the tender instruction to the Tender Agent via an Agent's Message). The tender of Notes held through Euroclear or Clearstream will not be deemed to have occurred until such Notes have been delivered by book-entry transfer to the relevant account maintained by the Tender Agent with DTC and an Agent's Message has been received by the Tender Agent with respect to such Notes. Delivery of instructions or documents to Euroclear and Clearstream in accordance with their procedures does not constitute delivery to the Tender Agent.

Only a direct participant in Euroclear or Clearstream may submit an electronic acceptance instruction to Euroclear or Clearstream. Holders are responsible for informing themselves of these deadlines and for arranging the due and timely delivery of Note instructions to Euroclear or Clearstream. Beneficial owners who hold Notes through a custodian may not submit an electronic acceptance instruction directly. Such Holders should contact their relevant custodians to submit an electronic acceptance instruction on their behalf.

The term "Note Instructions" means, with respect to Notes of a Series held through Euroclear or Clearstream, irrevocable instructions to: (i) block any attempt to transfer a Holder's Notes prior to the Early Settlement Date or Final Settlement Date, as applicable; and (ii) debit the Holder's account on the Early Settlement Date or Final Settlement Date, as applicable, in respect of all of the Notes that have been tendered by the Holder and accepted by the Company, subject in each case to the automatic withdrawal of the irrevocable instruction in the event that the Offer with respect to such Series of Notes is terminated before the Expiration Date.

A Holder's electronic acceptance instruction, which includes its Note Instructions, must be delivered and received by Euroclear or Clearstream in accordance with the procedures established by them and prior to the deadlines established by each of those clearing systems for the purposes of the Offer. Euroclear and Clearstream may impose additional deadlines in order to properly process electronic acceptance instructions to ATOP. Holders are responsible for informing themselves of these deadlines and for arranging the due and timely delivery of Note Instructions to Euroclear or Clearstream.

***No Guaranteed Delivery.* There are no guaranteed delivery procedures provided by the Company in connection with this Offer. As only Holders are authorized to tender Notes through DTC, beneficial owners of Notes that are held in the name of a custodian must contact such entity sufficiently in advance of the Early Tender Date or the Expiration Date if they wish to tender their Notes and be eligible to receive the Early Participation Consideration or the Tender Consideration, as applicable.**

Representations, Warranties and Undertakings

By tendering their Notes through the submission of an electronic acceptance instruction in accordance with the requirements of ATOP, on the Early Tender Date or the Expiration Date, as applicable, and on the Early Settlement Date or the Final Settlement Date, as the case may be, each Holder will be deemed to represent, warrant and undertake the following:

- (1) Such Holder irrevocably constitutes and appoints the Tender Agent as such Holder's true and lawful agent and attorney-in-fact (with full knowledge that the Tender Agent also acts as the agent of the Company) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by DTC to, or upon the order of, the Company, (ii) present such Notes for transfer of ownership on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the Offer.
- (2) Such Holder understands that tenders of Notes of a Series may be withdrawn by written notice of withdrawal received by the Tender Agent at any time on or prior to the Early Tender Date. In the event of a termination of the Offer with respect to such Series of Notes, the Notes tendered pursuant to the Offer will be credited to the account maintained at DTC from which such Notes were delivered.
- (3) Such Holder understands that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase and acceptance of such Notes by the Company will constitute a binding agreement between Holders and the Company upon the terms and subject to the conditions of the Offer. For purposes of the Offer, such Holder understands that validly tendered Notes (or defectively tendered Notes with respect to which the Company has waived or caused to be waived such defect) will be deemed to have been accepted by the Company if, as and when the Company gives written notice thereof to the Tender Agent.
- (4) Such Holder has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and that when such tendered Notes are accepted for purchase and payment by the Company, the Company will acquire

good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. Such Holder will, upon request, execute and deliver any additional documents deemed by the Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment transfer and cancellation of the Notes tendered hereby or to evidence such power and authority.

- (5) In the case of a tender of Notes by a Holder on or prior to the Early Tender Date, such Holder is not an affiliate of the Company.
- (6) Such Holder understands that tender of Notes pursuant to the procedures described in “—Procedures for Tendering Notes and Delivering Consents” of this Offer to Purchase constitute such Holder’s acceptance of the terms and conditions of the Offer. The Company’s acceptance for payment of Notes tendered pursuant to the Offer will constitute a binding agreement between Holders and the Company upon the terms and subject to the conditions of the Offer.
- (7) Such Holder has read and agreed to all of the terms of the Offer. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, the death or incapacity of the Holder, and any obligation of the Holder hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the Holder.
- (8) Such Holder understands that the Company will pay the Early Participation Consideration for those Notes tendered at or prior to the Early Tender Date, the Tender Consideration for those Notes tendered after the Early Tender Date but prior to the Expiration Date and the unpaid accrued interest up to, but not including, the Early Settlement Date or the Final Settlement Date, as the case may be.
- (9) Such Holder recognizes that under certain circumstances set forth in this Offer to Purchase, the Company may terminate or amend the Offer with respect to one or both Series of Notes or may postpone the acceptance for payment of, or the payment for, Notes tendered or may not be required to purchase any of the Notes tendered hereby.
- (10) Such Holder understands that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of an Agent’s Message properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.
- (11) Such Holder hereby requests that any Notes representing principal amounts not accepted for purchase be issued and delivered in accordance with DTC procedures.
- (12) Such Holder has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from such Holder in each respect in connection with any offer or acceptance, in any jurisdiction and that such Holder has not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in the Company or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or tender of Notes in connection therewith.
- (13) Such Holder is not from or located in any jurisdiction where the making or acceptance of the Offer or the Consent Solicitation does not comply with the laws of that jurisdiction.

IF A HOLDER THAT DESIRES TO TENDER ITS NOTES IS UNABLE TO PROVIDE THE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS SET FORTH ABOVE, SUCH HOLDER SHOULD CONTACT THE DEALER MANAGERS.

Tendering Holders who hold Notes through Euroclear or Clearstream should follow the instructions of such clearing system to tender their interests in the Notes and by doing so, will be deemed to have given the foregoing representations, warranties and undertakings.

All tenders will be made on the basis of the terms set out in this Offer to Purchase and, once made in the manner described above, will (subject as mentioned above) be irrevocable and binding on the relevant Holder.

TENDERS MAY ONLY BE MADE BY SUBMISSION OF A VALID ELECTRONIC TENDER INSTRUCTION TO DTC NO LATER THAN THE EXPIRATION DATE, WHICH (SUBJECT TO THE PROVISIONS OF THIS OFFER TO PURCHASE) WILL BE AT 5:00 P.M., NEW YORK TIME, ON OCTOBER 9, 2015, UNLESS EXTENDED OR EARLIER TERMINATED BY THE COMPANY.

Payment of Early Participation Consideration or Tender Consideration

Tendering Holders should indicate to the book-entry transfer facility in the case of Holders who electronically transmit their acceptance through the procedures of DTC the name and address to which payment of the cash consideration are to be issued or sent, if different from the name and address of the person transmitting such acceptance. In the case of payment in a different name, DTC may require the employer identification or Social Security Number of the person named to be indicated to DTC and require that an IRS Form W-9 (or Substitute Form W-9) or an appropriate IRS Form W-8 (generally Form W-8BEN or W-8 BEN-E) for the recipient be completed. If these instructions are not given, the payment of the cash consideration will be made to the Holder of the relevant Notes tendered.

Withdrawal of Tenders and Revocation of Consents

Notes of a Series tendered prior to the Early Tender Date may be withdrawn and Consents may be revoked pursuant to the Offer at any time at or prior to the Early Tender Date by complying with the procedures described herein. Thereafter, such tenders may be withdrawn and Consents may be revoked only if the Offer with respect to such Series of Notes is terminated without any Notes being accepted by the Company for purchase thereunder or in certain limited circumstances where additional withdrawal rights are required by law. The withdrawal of Notes at or prior to the Early Tender Date in accordance with the procedures set forth hereunder will effect a revocation of the related Consent. In order for a Holder of Notes to revoke a Consent, such Holder must withdraw the related tendered Notes.

If the Consent Solicitation relating to a Series of Notes is amended on or prior to the Early Tender Date in a manner determined by the Company, in its sole discretion, to constitute a material adverse change to the Holders, the Company will promptly disclose such amendment and, if necessary, extend the Consent Solicitation relating to such Series of Notes for a period deemed by the Company to be adequate to allow the Holders to withdraw their Notes and revoke their Consents. In addition, the Company may, if it deems appropriate, extend the Consent Solicitation for any other reason. If the Company makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Company will disseminate additional offer materials and extend the Offer to the extent required by law. If the consideration to be paid in the Offer with respect to a Series of Notes is increased or decreased or the principal amount of Notes of a Series subject to the Offer is decreased, the Offer with respect to such Series of Notes will remain open for at least 10 business days from the date the Company first gives notice to Holders, by public announcement or otherwise, of such increase or decrease. In addition, the Company may, if it deems appropriate, extend the Offer for any other reason. The Company reserves the right to amend the terms of the Consent Solicitation relating to one or both Series of Notes.

In the case of Notes held through DTC, for a withdrawal of Notes to be effective, a Request Message (as defined below) must be received by the Tender Agent through ATOP prior to the Early Tender Date. In order to be valid, a notice of withdrawal must specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, if different than the depositor, and the principal amount of Notes to be withdrawn. If Notes have been identified (through confirmation of book-entry transfer of such Notes) to the Tender Agent, the name and the account at the book-entry transfer facility to be credited with withdrawn Notes must also be furnished to the Tender Agent. The term "*Request Message*" means a message transmitted by DTC, which states that DTC has received a request for withdrawal from a DTC participant and identified the Notes to which such request relates.

Any valid revocation of a Consent will automatically render the prior tender of the Notes to which such Consent relates defective, and the Company will have the right, which it may waive, to reject such tender as invalid. Any permitted withdrawal of Notes and revocation of Consents may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer and any Consents revoked will be deemed not validly delivered for purposes of the Consent Solicitation; *provided, however*, that validly withdrawn Notes may be re-tendered and revoked Consents may be re-delivered by subsequently following one of the appropriate procedures described herein to tender Notes or provide Consents at any time at or prior to the Early Tender Date for Consents and the Expiration Date for tenders. Any Holder that validly revokes its Consent or withdraws its tendered Notes shall have no right to receive any consideration in respect of such Consent or Notes.

If the Company extends the Offer with respect to a Series of Notes, or, for any reason (whether before or after the Notes of such Series have been accepted for purchase), the acceptance for payment of, or the payment for, the Notes of such Series is delayed or if the Company is unable to accept for payment or pay for Notes of such Series pursuant to the Offer, then, without prejudice to the Company's rights hereunder, tendered Notes may be retained by the Tender Agent on behalf of the Company and may not be withdrawn (subject to Rule 14e-1(c) under the Exchange Act, which requires that the Company pay the

consideration offered or return the securities deposited by or on behalf of security holders promptly after the termination or withdrawal of a tender offer), except as otherwise provided in this section.

If any tendered Notes are not purchased pursuant to the Offer for any reason, notice will be given to DTC by the Company that such Notes should be released for trading in accordance with the procedures of DTC, promptly following the Expiration Date or termination of the Offer. See “—Conditions to Consummation of the Offer and the Consent Solicitation” and “—Expiration Date; Early Tender Date; Extensions; Termination; Amendments.”

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal and revocation of Consents will be determined by the Company, in its sole discretion (whose determination shall be final and binding). None of the Company, the Trustee, the Dealer Managers, the Tender Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or revocation of Consents, or will incur any liability for failure to give any such notification.

Conditions to Consummation of the Offer and the Consent Solicitation

The Company will not be required to accept for purchase, or to pay for, any Notes tendered pursuant to the Offer and may terminate or amend the Offer with respect to one or both Series of Notes, as provided herein, if the Offer has not been consummated. Notwithstanding any other provision of the Offer or the Consent Solicitation, the Company shall not be required to accept any Notes for purchase, and may terminate, extend or amend the Offer or the Consent Solicitation and may postpone, subject to Rule 14e-1(c) under the Exchange Act, the acceptance of Notes so tendered and Consents so delivered, whether or not any other Notes or Consents have theretofore been accepted for purchase pursuant to the Offer and the Consent Solicitation, if the General Conditions shall not have been satisfied.

Each of the 2016 Notes Offer and the 2018 Notes Offer is not conditional upon the receipt by the Company of the Requisite Consents from Holders of the relevant Series of Notes or the execution by the Company and the Trustee of the Supplemental Indenture implementing the applicable Proposed Amendments to the relevant Indenture.

Neither Offer and Consent Solicitation is conditional upon the other Offer and Consent Solicitation. The Company may determine, in its sole discretion, to terminate, postpone or amend one Offer and Consent Solicitation without terminating, postponing or amending the other Offer and Consent Solicitation.

The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company, in its sole discretion, regardless of the circumstances giving rise to any of these conditions (including any action or inaction by the Company) and may be waived by the Company, in whole or in part, at any time and from time to time in its sole discretion. If any of the foregoing events shall have occurred, the Company may, subject to applicable law:

- (1) terminate the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation and return all Notes tendered pursuant to the terminated Offer to the tendering Holders;
- (2) extend the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation and retain all tendered Notes related to the extended Offer or Consent Solicitation until the extended Expiration Date;
- (3) amend the terms of the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation in any respect or modify the consideration to be paid pursuant to the Offer or the Consent Solicitation; or
- (4) waive the unsatisfied condition or conditions with respect to the 2016 Notes Offer or the 2018 Notes Offer and accept and pay for all validly tendered Notes relating to such Offer.

See “—Expiration Date; Early Tender Date; Extensions; Termination; Amendments” and “—Procedures for Tendering Notes and Delivering Consents.” The failure by the Company at any time to exercise any of the foregoing rights shall not be deemed a waiver of any right and each right shall be deemed an ongoing right that may be asserted at any time and from time to time. Any determination by the Company concerning the events described in this section shall be final and binding upon all persons.

Expiration Date; Early Tender Date; Extensions; Termination; Amendments

The Offer will expire on the Expiration Date but may be extended by the Company in its sole discretion. The Early Tender Date with respect to one or both Series of Notes may also be extended by the Company, subject to certain conditions. The Company expressly reserves the right to extend the Offer or the Consent Solicitation with respect to one or both Series of Notes for such period or periods as it may determine, in its sole discretion from time to time, by notifying the Tender Agent of any extension by written notice and shall make a public announcement thereof, each before 9:00 a.m., New York time, on the next business day after the previously scheduled Expiration Date or the Early Tender Date, as applicable. There can be no assurance

that the Company will exercise its right to extend the Offer or the Consent Solicitation. The Company may extend the Expiration Date or the Early Tender Date with respect to either or both of the 2016 Notes and the 2018 Notes in its sole discretion.

During any extension of either or both of the 2016 Notes Offer or the 2018 Notes Offer, all Notes previously tendered pursuant thereto and not validly withdrawn will remain subject to the Offer and may be accepted for purchase at the expiration of the Offer and all Consents delivered to the Tender Agent will remain effective, unless validly revoked at or prior to the Early Tender Date.

The Company also expressly reserves the right, in its sole discretion, subject to applicable law, regardless of whether or not any of the events set forth in “—Conditions to Consummation of the Offer and the Consent Solicitation” shall have occurred or shall have been determined by the Company to have occurred:

- to terminate the 2016 Notes Offer or the 2018 Notes Offer and the related Consent Solicitation at any time at or prior to the time the Company announces the results of the Offer and Consent Solicitation as of the Early Tender Date and its intention to accept Notes of such Series tendered at or prior to the Early Tender Date;
- to delay the acceptance for purchase of any Notes or, regardless of whether any Notes were theretofore accepted for purchase, to delay the purchase of any Notes pursuant to the 2016 Notes Offer or the 2018 Notes Offer, by giving oral or written notice of the delay to the Tender Agent;
- to waive any condition to the Offer, including the General Conditions, and accept and pay for one or both Series of Notes previously tendered pursuant to the Offer; and
- at any time, or from time to time, to amend the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation in any respect (including amending the Offer to withdraw the offer to purchase the Notes). Any amendment to the 2016 Notes Offer or the 2018 Notes Offer or the related Consent Solicitation will apply to all Notes tendered pursuant to such Offer, regardless of when or in what order such Notes were tendered.

The reservation by the Company of the right to delay acceptance for purchase of Notes is subject to the provisions of Rule 14e-1(c) under the Exchange Act, which requires that the Company pay the consideration offered or return the Notes deposited by or on behalf of Holders thereof promptly after the termination or withdrawal of the Offer.

Any extension, delay, termination or amendment of the Offer will be followed promptly by a public announcement thereof. Without limiting the manner in which the Company may choose to make a public announcement of any extension, delay, termination or amendment of the Offer, the Company shall have no obligation to publish, advertise or otherwise communicate any public announcement, other than by issuing a release to a Notifying News Service and/or making an announcement to the SGX-ST via SGXNET. Notwithstanding the foregoing, in the case of an announcement of an extension of the Offer or the Consent Solicitation, the Company shall have no obligation to publish, advertise or otherwise communicate such announcement other than by issuing a notice of the extension by press release or other public announcement, which notice shall be issued no later than 9:00 a.m., New York time, on the next business day after the previously scheduled Expiration Date.

If the Company decides to decrease the amount of the 2016 Notes or 2018 Notes being sought in the Offer or to increase or decrease the consideration offered to Holders, the Company will, to the extent required by applicable law, cause the relevant Offer to be extended, if necessary, so that such Offer remains open at least until the expiration of 10 business days from the date that the notice is first published, sent or given by the Company.

If the Company makes a material change in the terms of the Offer or the Consent Solicitation relating to either or both of the 2016 Notes or the 2018 Notes or the information concerning the Offer or the Consent Solicitation, or waives any condition to the Offer that results in a material change to the circumstances of the Offer or the Consent Solicitation, then the Company will disseminate additional offer materials to the extent required under the Exchange Act and will extend the Offer or the Consent Solicitation relating to such Series of Notes to the extent required in order to permit Holders thereof adequate time to consider these materials and, in certain circumstances, to permit Holders to withdraw their Notes and revoke their Consents. In addition, in the event that, in the sole opinion of the Company, any such change is materially prejudicial to the interests of the Holders, the Company may permit Holders to withdraw their Notes and revoke their Consents. The minimum period during which the Offer or the Consent Solicitation must remain open following material changes in the terms of the Offer or the Consent Solicitation or information concerning the Offer or the Consent Solicitation, other than a change in Early Participation Consideration, Tender Consideration or the percentage of Notes sought, will depend upon the specific facts and circumstances, including the relative materiality of the additional proposed changes to the relevant terms or information.

Determination of Validity

In connection with the Offer and the Consent Solicitation, all questions as to the form of all documents and the validity (including the time of receipt), eligibility, acceptance and withdrawal of tendered Notes and revocation of delivered Consents will be determined by the Company in its sole discretion, which determination will be final and binding. The Company expressly reserves the absolute right to reject any and all tenders of Notes or delivery of Consents not in proper form and to determine whether its acceptance of or payment for the tenders of Notes or delivery of Consents would be unlawful and, subject to applicable law, to waive or amend any of the conditions to the Offer or to waive any defect or irregularity in the tender of any of the Notes or the delivery of any Consents. None of the Company, the Trustee, the Dealer Managers, the Tender Agent or any other person will be under any duty to notify Holders of any defects or irregularities in tenders of Notes or delivery of Consents or will incur any liability for failure to give any notification of defects or irregularities. No tender of Notes or delivery of Consents will be deemed to have been validly made until all defects and irregularities with respect to those Notes or Consents have been cured or waived. The Tender Agent will return any Notes that it receives that are not validly tendered and as to which irregularities have not been cured or waived to the appropriate tendering Holder as soon as practicable. Interpretation of the terms and conditions of this Offer to Purchase will be made by the Company in its sole discretion and will be final and binding on all parties.

United States Federal Income Tax Backup Withholding

Under United States federal income tax laws, DTC may be required to withhold and remit to the United States Treasury 28% of the amount of the cash consideration paid to certain Holders of Notes pursuant to the Offer. In order to avoid this backup withholding, tendering Holders (or other payees) who are U.S. persons may be required to provide DTC (or a participant in DTC) with the Holder's or payee's correct taxpayer identification number and certify that the Holder or payee is not subject to the backup withholding by completing Internal Revenue Service ("IRS") Form W-9 (or Substitute Form W-9) and to satisfy other conditions. Tendering Holders who are not U.S. persons may be required to submit the appropriate completed IRS Form W-8 (generally Form W-8BEN or W-8 BEN-E) in order to establish an exemption from backup withholding. See "Certain Tax Consequences—U.S. Federal Income Tax—Information Reporting and Backup Withholding."

THE PROPOSED AMENDMENTS

If the Requisite Consents from Holders of Notes of a Series are received, the rights of Holders of Notes of such Series in the Common Security will be released and the Notes will no longer be secured by, and share in, the Common Security that was granted to Holders in connection with the Company entering into the Bridge Loan Facility. In addition, each of the 2016 Proposed Amendments and 2018 Proposed Amendments will be set forth in a Supplemental Indenture which is expected to be executed by the Company and the Trustee promptly after the Early Tender Date.

Set forth below is a brief description of the Proposed Amendments for which Consents are being sought pursuant to the Consent Solicitation, which is qualified in its entirety by reference to the full and complete terms contained in the applicable Indenture and the Supplemental Indentures. Capitalized terms appearing below but not defined in this Offer to Purchase have the meanings assigned to such terms in the applicable Indenture.

Pursuant to the terms of each Indenture, the release of the rights of Holders in the Common Security and the Proposed Amendments require the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding amount not owned by the Company or any of its affiliates. The Proposed Amendments for each Series of Notes, if they are adopted and become operative, will eliminate substantially all of the covenants in the related Indenture governing the actions of the Company, and will eliminate or modify the related events of default. For more complete information regarding the effects of the Proposed Amendments, reference is made to the related Indenture, an electronic copy of which may be obtained from the Tender Agent.

If the Requisite Consents are received, the Supplemental Indenture relating to the 2016 Notes would eliminate each of the following covenants and provisions from the 2016 Notes Indenture (which are also identified below by their respective section references in the Indenture):

- (1) the provision entitled "Offer to Purchase by Application of Excess Proceeds" (§3.09)
- (2) the covenant entitled "Reports" (§4.03)
- (3) the covenant entitled "Compliance Certificate" (§4.04)
- (4) the covenant entitled "Taxes" (§4.05)
- (5) the covenant entitled "Stay, Extension and Usury Laws" (§4.06)

- (6) the covenant entitled “Restricted Payments” (§4.07)
- (7) the covenant entitled “Limitations on Restrictions on Distributions from Restricted Subsidiaries” (§4.08)
- (8) the covenant entitled “Limitation on Indebtedness” (§4.09)
- (9) the covenant entitled “Asset Sales” (§4.10)
- (10) the covenant entitled “Transactions with Affiliates” (§4.11)
- (11) the covenant entitled “Liens” (§4.12)
- (12) the covenant entitled “Corporate Existence” (§4.14)
- (13) the covenant entitled “Note Guarantee by STATS ChipPAC Korea, STATS ChipPAC Semiconductor Shanghai Co. and STATS ChipPAC Shanghai Co. Ltd.” (§4.16)
- (14) the provision entitled “Changes in Covenants When Notes Rated Investment Grade” (§4.17)
- (15) the covenant entitled “Payments for Consent” (§4.18)
- (16) the covenant entitled “Additional Note Guarantees” (§4.20)
- (17) the provision entitled “Merger, Consolidation, or Sale of Assets” (§5.01)
- (18) the provision entitled “Merger, Consolidation or Sale of Assets of Guarantors” (§5.02)
- (19) paragraphs (2), (3), (6) and (7) of the provision entitled “Conditions to Legal or Covenant Defeasance” (§8.04)
- (20) the second sentence of the provision entitled “Revocation and Effect of Consents” (§9.03).

The Supplemental Indenture relating to the 2018 Notes would eliminate each of the following covenants and provisions from the 2018 Notes Indenture (which are also identified below by their respective section references in the Indenture):

- (1) the covenant entitled “Reports” (§4.03)
- (2) the covenant entitled “Compliance Certificate” (§4.04)
- (3) the covenant entitled “Taxes” (§4.05)
- (4) the covenant entitled “Stay, Extension and Usury Laws” (§4.06)
- (5) the covenant entitled “Restricted Payments” (§4.07)
- (6) the covenant entitled “Limitations on Restrictions on Distributions from Restricted Subsidiaries” (§4.08)
- (7) the covenant entitled “Limitation on Indebtedness” (§4.09)
- (8) the covenant entitled “Transactions with Affiliates” (§4.11)
- (9) the covenant entitled “Liens” (§4.12)
- (10) the covenant entitled “Corporate Existence” (§4.14)
- (11) the covenant entitled “Note Guarantee by any future Korea Subsidiary, any future Malaysia Subsidiary, STATS ChipPAC Semiconductor Shanghai Co. and STATS ChipPAC Shanghai Co. Ltd.” (§4.16)
- (12) the provision entitled “Changes in Covenants When Notes Rated Investment Grade” (§4.17)
- (13) the covenant entitled “Payments for Consent” (§4.18)

- (14) the covenant entitled “Additional Note Guarantees” (§4.20)
- (15) the provision entitled “Merger, Consolidation, or Sale of Assets of the Company” (§5.01)
- (16) the provision entitled “Merger, Consolidation or Sale of Assets of Guarantors” (§5.02)
- (17) paragraphs (2), (3), (6) and (7) of the provision entitled “Conditions to Legal or Covenant Defeasance” (§8.04)
- (18) the second sentence of the provision entitled “Revocation and Effect of Consents” (§9.03).

The Proposed Amendments would also eliminate all events of default under each Indenture other than (i) the failure to pay principal of or premium, if any, on any Notes, (ii) the failure to pay interest or any Additional Amounts (as such term is defined in the Indenture), if any, on any Notes when due, continued for 30 days, and (iii) certain events of bankruptcy, insolvency or court protection. In addition, the Proposed Amendments would eliminate the provisions of each Indenture relating to the Common Security, including the provisions authorizing actions by the Trustee under the Intercreditor Deed (as defined in the Indentures) and authorizing the Trustee to receive funds under the Common Security Documents (as defined in the Indentures) and to make distributions of such funds. The Proposed Amendments would also delete definitions from each Indenture when references to those definitions would be eliminated as a result of the foregoing proposed amendments.

If the Requisite Consents from Holders of Notes of a Series are received, the rights of Holders of Notes of such Series in the Common Security will be released and the Proposed Amendments relating to such Series of Notes will be effected by a Supplemental Indenture, which is expected to be executed by the Company and the Trustee promptly following the Early Tender Date. Although the Supplemental Indentures may be executed on an earlier date, the Proposed Amendments will not become operative, and the rights of Holders of Notes of such Series in the Common Security will not be released, until the Notes representing the Requisite Consents that were validly tendered (and not validly withdrawn at or prior to the Early Tender Date) are accepted for purchase by the Company and paid for pursuant to the terms of the Offer. Each of the 2016 Notes Indenture and the 2018 Notes Indenture, without giving effect to the Proposed Amendments, will remain in effect in the form in which it currently exists, and the Notes will remain secured by the Common Security, until the Requisite Consents are received and the Notes issued thereunder are accepted for purchase by the Company and paid for, whereupon the provisions subject to amendment will be modified or eliminated as provided in the Proposed Amendments pursuant to the Supplemental Indenture and the rights of Holders of Notes of such Series in the Common Security will be released. If the Offer with respect to a Series of Notes is terminated or withdrawn, the Requisite Consents from Holders of Notes of such Series not received, or the Notes of such Series not accepted for purchase hereunder, the applicable Proposed Amendments will not become operative and the rights of Holders of Notes of such Series in the Common Security will not be released.

If the Proposed Amendments become operative, the Proposed Amendments will be binding on all Holders of Notes issued under the related Indenture, including all non-tendering Holders.

The release of the rights of Holders in the Common Security and the Proposed Amendments for each Series of Notes constitute a single proposal with respect to the related Indenture, and a tendering or consenting Holder must consent to the release of the rights of Holders in the Common Security and the adoption of the Proposed Amendments to the related Indenture as an entirety and may not consent selectively with respect to certain Proposed Amendments. Accordingly, a Consent delivered by a Holder purporting to consent only to the release of the rights of Holders in the Common Security or some of the Proposed Amendments to the related Indenture will be treated as a Consent by such Holder to the release of the rights of Holders in the Common Security and all of the Proposed Amendments to the related Indenture.

CERTAIN TAX CONSEQUENCES

U.S. Federal Income Tax

The following discussion summarizes certain United States federal income tax considerations to a U.S. Holder (as defined below) of the Notes with respect to the Offer and Consent Solicitation. This discussion does not address Holders of our Notes that are not U.S. Holders (generally, non-U.S. persons). Such Holders should consult their own tax advisors about the United States federal income tax consequences to them of the Offer and Consent Solicitation.

This discussion applies only to U.S. Holders of the Notes that hold the Notes as capital assets for U.S. federal income tax purposes. In addition, this discussion does not purport to address all United States federal income tax considerations that may be important to a particular U.S. Holder in light of such Holder’s circumstances, or to certain categories of persons that may be subject to special rules, such as:

- broker-dealers;

- regulated investment companies;
- real estate investment trusts;
- mutual funds;
- pass-through entities (and investors in such entities);
- traders that elect to mark-to-market their securities;
- U.S. Holders whose functional currency is not the U.S. dollar;
- persons holding Notes as part of a hedge, straddle, conversion or other integrated transaction;
- U.S. expatriates;
- banks and other financial institutions;
- insurance companies;
- persons subject to the recently enacted Medicare tax on certain unearned income;
- persons liable for the alternative minimum tax; and
- tax-exempt entities.

If an entity treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of an owner of such entity generally will depend upon the status of the owner and the activities of the entity. If you are an owner of an entity deciding whether to tender Notes, you should consult your own tax advisors regarding the tax consequences of the Offer and Consent Solicitation.

This discussion does not address Holders who tender Notes pursuant to the Offer and also purchase the New Notes (if issued).

This discussion is based on the provisions of the Code, and U.S. Treasury regulations, other administrative guidance and judicial decisions, all as in effect as of the date of this Statement. Subsequent developments in U.S. federal income tax law, including changes in law or differing interpretations, which may be applied retroactively, could have a material effect on the U.S. federal income tax consequences of the Offer and Consent Solicitation described below. In addition, there can be no assurance that the Internal Revenue Service (“IRS”) will not challenge one or more of the tax consequences discussed herein.

As used in this Statement, a “U.S. Holder” of a Note means a beneficial owner of a Note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state of the United States or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) it has a valid election in effect to be treated as a U.S. person for U.S. federal income tax purposes.

This summary does not discuss all aspects of U.S. federal income taxation that may be relevant to particular Holders in light of their particular circumstances, nor does it discuss any U.S. federal tax considerations other than U.S. federal income tax considerations (such as estate and gift taxes) or any state, local, foreign or other tax laws. Holders are urged to consult their own tax advisors as to the particular tax consequences to them of the Offer and Consent Solicitation, including the effect of any U.S. federal, state, local, foreign and other tax laws.

Tax Consequences to Tendering U.S. Holders

Sale of Notes Pursuant to the Offer

A sale of Notes by a U.S. Holder pursuant to the Offer will be a taxable transaction to such U.S. Holder for U.S. federal income tax purposes. A U.S. Holder generally will recognize gain or loss on the sale of a Note in an amount equal to the difference, if any, between (a) the amount realized in such sale, including the amount of any Early Participation Premium (if treated as additional consideration for the sale of the Note, as discussed below), other than the portion of such amount realized that is properly allocable to accrued stated interest, which will be treated as described below, and (b) the U.S. Holder's "adjusted tax basis" in such Note at the time of sale. The amount realized generally will be the cash received by the U.S. Holder (including any additional amounts paid by the Company in respect of any Singapore taxes withheld and without reduction for any such amount withheld). Generally, a U.S. Holder's adjusted tax basis in a Note will be equal to the amount paid for the Note by such U.S. Holder (increased by any original issue discount, if applicable, and any market discount previously included in income if such U.S. Holder has elected to include market discount in gross income currently as it accrues, and decreased (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized). Subject to the market discount rules, as discussed below, any gain or loss that a U.S. Holder recognizes on the sale of Notes will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of the disposition. Long-term capital gain of non-corporate U.S. Holders may be eligible for reduced rates of taxation. Any such gain or loss generally will be treated as income or loss from sources within the United States for U.S. foreign tax credit purposes. A U.S. Holder's ability to deduct capital losses is subject to limitations.

An exception to the capital gain treatment described above may apply to a U.S. Holder that purchased a Note at a "market discount." In general, subject to a statutory de minimis exception, market discount is equal to the excess of a Note's stated principal amount (or, if issued with original issue discount, the issue price of such Note increased by any accrued original issue discount) over the U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder. Unless a U.S. Holder has elected to include market discount in income currently as it accrues, any gain realized by such U.S. Holder on the sale of a Note having market discount in excess of a de minimis amount generally will be treated as ordinary income to the extent of any market discount that has accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) while such Note was held by the U.S. Holder. Any gain in excess of such accrued market discount will be treated as capital gain as described above.

The U.S. federal income tax treatment of the receipt of any Early Participation Premium is subject to uncertainty. The Early Participation Premium may be treated as additional consideration received in exchange for the tendered Notes, in which case the Early Participation Premium would be taken into account in determining the amount of gain or loss on the exchange. Alternatively, the Early Participation Premium could be treated as a separate fee, in which case the Early Participation Premium would be treated as ordinary income to recipient U.S. Holders. You should consult your own tax advisors as to the proper treatment of the Early Participation Premium for U.S. federal income tax purposes.

The portion of the amount realized in the Offer that is attributable to accrued stated interest on a Note will generally be taxable as ordinary interest income for U.S. federal income tax purposes to the extent not previously included in gross income by the U.S. Holder. Any such interest income generally will be treated as foreign source income for U.S. federal income tax purposes.

Subject to certain limitations, U.S. Holders may be able to claim a foreign tax credit (or, in lieu of such credit, deduction) with respect to any Singapore withholding taxes withheld from the payment of the consideration. U.S. Holders should consult their tax advisors regarding the rules governing foreign tax credits.

If a U.S. Holder tenders a Note after the Proposed Amendments become operative and if the Proposed Amendments constitute a significant modification (as discussed below), such U.S. Holder could recognize gain or loss when the Proposed Amendments become operative (unless, as discussed below, the resulting deemed exchange qualifies as a tax-free recapitalization) and then again upon the receipt of cash in exchange for a Note when the Note is tendered. U.S. Holders are encouraged to consult their tax advisor regarding the potential tax consequences of tendering their Notes after the Proposed Amendments become operative.

Information Reporting and Backup Withholding

In general, information reporting requirements may apply to any amounts (including amounts attributable to accrued but unpaid interest and the Early Participation Premium) paid pursuant to the Offer to U.S. Holders other than certain exempt recipients (such as corporations). A U.S. Holder may also be subject to backup withholding on payments received with respect to the Notes unless such U.S. Holder (a) falls within certain exempt categories (such as corporations) and demonstrates this fact when required or (b) provides a correct U.S. taxpayer identification number, certifies that such U.S. Holder is exempt from

backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Each U.S. Holder may provide such Holder's correct taxpayer identification number and certify that such U.S. Holder is not subject to backup withholding by completing an IRS Form W-9.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's U.S. federal income tax liability, provided that the required information is timely provided to the IRS.

Tax Consequences to Non-Tendering U.S. Holders

If the Proposed Amendments do not become operative, a U.S. Holder that does not tender its Notes pursuant to the Offer (including, for the purposes of this discussion under "Tax Consequences to Non-Tendering U.S. Holders," a U.S. Holder whose Notes are tendered but not accepted for purchase) will not recognize any gain or loss with respect to, and will have the same adjusted tax basis, holding period and accrued market discount or unamortized bond premium, if any, in, the non-tendered Notes.

If the Proposed Amendments become operative, the tax treatment of a U.S. Holder that does not tender its Notes pursuant to the Offer will depend on whether the Proposed Amendments to the Notes result in a "deemed exchange" of such Notes for U.S. federal income tax purposes. Generally, a modification of a debt instrument will be treated, for U.S. federal income tax purposes, as resulting in a "deemed exchange" of an old debt instrument for a new debt instrument if the modification is "significant" as determined for U.S. federal income tax purposes. The Treasury regulations provide that a modification of a debt instrument generally is a "significant modification" for U.S. federal income tax purposes if, based on all the facts and circumstances and considering all modifications of the debt instrument collectively, the degree to which the legal rights and obligations are altered is "economically significant." The Treasury regulations provide that the addition, deletion or alteration of customary accounting or financial covenants does not result in a "significant modification." In addition, the Treasury regulations provide that a modification of a recourse debt instrument that releases, substitutes, or otherwise alters the collateral for, or a guarantee on, the debt instrument is a significant modification only if the modification results in a change in payment expectations. A change in payment expectations occurs if there is a substantial impairment of the obligor's capacity to meet the payment obligations under a debt instrument where the capacity was adequate before the modification and is primarily speculative after the modification.

Although the matter is not free from doubt, we believe that the adoption of the Proposed Amendments should not cause a significant modification of the Notes under the U.S. Treasury regulations and therefore should not result in a deemed exchange of the Notes for U.S. federal income tax purposes. If that position is respected for U.S. federal income tax purposes, the adoption of the Proposed Amendments should have no U.S. federal income tax consequences to a U.S. Holder that does not tender its Notes pursuant to the Offer and such a U.S. Holder will not recognize any gain or loss with respect to, and will have the same adjusted tax basis, holding period and accrued market discount or unamortized bond premium, if any, in the non-tendered Notes. It is possible, however, that the IRS could successfully contend that the adoption of the Proposed Amendments is a "significant modification" of the Notes resulting in a deemed exchange of a U.S. Holder's "old" Notes for "new" Notes for U.S. federal income tax purposes. If the adoption of the Proposed Amendments is treated as resulting in a deemed exchange, a U.S. Holder may recognize gain or, subject to the wash sale rules of Section 1091 of the Code, loss, unless such deemed exchange qualifies as a tax-free recapitalization for U.S. federal income tax purposes.

Whether or not any such deemed exchange qualifies as a recapitalization, if the "new" Notes were treated as being issued with original issue discount for U.S. federal income tax purposes, a non-tendering U.S. Holder would be required to include the U.S. dollar value of such original issue discount in gross income as ordinary income as it accrues on a yield to maturity basis. In general, the amount of original issue discount with respect to the Notes will equal the excess of the Notes' stated redemption price at maturity over their issue price (which for this purpose, the Company expects to be the Notes' trading price). A U.S. Holder of "new" Notes with a tax basis greater than the "issue price" but less than the stated redemption price at maturity of the "new" Notes may amortize such excess, which may reduce the amount of original issue discount includible in income.

U.S. Holders of Notes are urged to consult their own tax advisors regarding the potential U.S. federal tax treatment resulting from a deemed exchange of the Notes.

Singapore Taxation

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Monetary Authority of Singapore in force as at the date of this Offer to Purchase and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines

and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offer to Purchase are intended or are to be regarded as advice on the tax position of any Holder as to whether or not to accept the Offer and to provide the Consent or on any tax implications arising therefrom. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision of the Holder to accept the Offer and provide the Consent and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant financial sector incentive(s)) may be subject to special rules or tax rates. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Holders are advised to consult their own professional tax advisers as to the Singapore or other tax consequences arising from a decision as to whether to accept the Offer or provide the Consent, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasized that neither the Company nor any other persons involved in this Offer to Purchase accepts responsibility for any tax effects or liabilities resulting from a decision of the Holder to accept the Offer and to provide the Consent.

Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, Chapter 134 of Singapore (the "ITA"), the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 20%. If the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The rate of 15% may be reduced by applicable tax treaties. Pursuant to the Singapore Budget Statement 2015, it was announced that the highest marginal tax rate for Singapore-resident individuals will be increased to 22% with effect from the year of assessment 2017. The above-mentioned withholding tax rate for non-resident individuals will likely be increased from 20% to 22%.

The Early Participation Premium may fall within Section 12(6) of the ITA, and Singapore withholding tax may therefore be applicable to the Early Participation Premium payable to non-resident Holders. An advance tax ruling will be requested from the Inland Revenue Authority of Singapore (the "IRAS") to confirm that the Early Participation Premium does not fall within Section 12(6) of the ITA so as to require withholding of tax. There is no guarantee that a favorable ruling will be obtained from the IRAS. In addition, no assurance is given that the Company will be able to provide all information or documents requested by the IRAS for the purpose of the ruling request, and a ruling may therefore not be issued.

To the extent that the Early Participation Premium payable to non-resident Holders are subject to Singapore withholding tax, the Company has agreed to pay such additional amounts as may be necessary in order that the net amount paid to the Holders after such deduction or withholding shall equal the Early Participation Consideration, which the Holders thereof would be entitled if no such deduction or withholding had been made, except that no such additional amounts shall be payable in relation to any payment to a Holder:

- (a) who is (i) treated as a resident of Singapore or a permanent establishment in Singapore for tax purposes or (ii) liable for such taxes by reason of his or it being connected with Singapore other than by reason only of the holding of the Notes or the receipt of the Early Participation Consideration; or
- (b) if such taxes would not have been required to be deducted or withheld but for the failure by the Holder or the beneficial owner of the Notes to comply with a request of the Company to make any declaration of residence or non-residence or other claim required by the Company for the purpose of ascertaining the amount of withholding tax payable in respect of such beneficial owner.

To enable the Company to determine the amount of such Singapore withholding tax, each beneficial Holder of the Notes is requested to make a declaration in the form of declaration set out in this Offer to Purchase (found in Appendix A) as to

whether such beneficial Holder is tax resident in Singapore, and if not, whether the Note is held by such beneficial Holder in connection with (a) any trade, business, profession or vocation carried on or exercised in Singapore; or (b) any permanent establishment in Singapore of such beneficial Holder. Further, the beneficial Holder of the Notes is required to disclose the tax jurisdiction for which he/it is a tax resident. Beneficial Holders of the Notes are requested to submit or cause to be submitted to the Company the declaration when they tender their Notes and deliver their Consents.

Capital Gains

Any gains considered to be in the nature of capital made from any disposal of the Notes will not be taxable in Singapore. However, any gains derived by any person from any disposal of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains may be considered revenue in nature.

Holders of the Notes who apply or who are required to apply Singapore Financial Reporting Standard 39 (“FRS 39”) may be required for Singapore income tax purposes to recognize gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39. Please see “—Adoption of FRS 39 Treatment for Singapore Income Tax Purposes.”

Adoption of FRS 39 Treatment for Singapore Income Tax Purposes

The IRAS has issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 - Financial Instruments: Recognition and Measurement” (the “FRS 39 Circular”). The ITA has since been amended to give effect to the FRS 39 Circular.

The FRS 39 Circular generally applies, subject to certain “opt-out” provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Notes who may be subject to the tax treatment under the FRS 39 Circular should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after February 15, 2008.

DEALER MANAGERS AND TENDER AGENT

In connection with the Offer and the Consent Solicitation, the Company has retained Barclays Bank PLC, Singapore Branch, DBS Bank Ltd. and ING Bank N.V., Singapore Branch to act as the Dealer Managers, and The Bank of New York Mellon to act as Tender Agent. The Company has agreed to pay the Dealer Managers and the Tender Agent a fee in connection therewith and reimburse each of them for properly incurred out-of-pocket expenses.

At any time, the Dealer Managers may trade the Notes for their own accounts or the accounts of customers and, accordingly, may hold a long or short position in the Notes. In addition, the Dealer Managers may contact Holders of Notes regarding the Offer and the Consent Solicitation and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of the Notes.

The Company has agreed to indemnify the Dealer Managers against certain liabilities, including certain liabilities under federal and state law or otherwise caused by, relating to or arising out of the Offer and the Consent Solicitation. The Dealer Managers and their affiliates have provided and may provide investment banking, financial advisory services and commercial banking transactions to the Company and its affiliates. The Dealer Managers and their affiliates have received customary fees for such services.

None of the Dealer Managers, the Tender Agent or the Trustee assume any responsibility for the accuracy or completeness of the information concerning the Company contained in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

Requests for assistance or for additional copies of this Offer to Purchase or any other documents related to the Offer and the Consent Solicitation may be directed to the Tender Agent at the contact details set forth herein. Questions and requests for assistance in relation to the Offer and the Consent Solicitation may be directed to the Dealer Managers at the addresses and telephone numbers set forth herein. Holders of Notes may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer and the Consent Solicitation.

All correspondence in connection with the Offer and the Consent Solicitation should be sent or delivered by each Holder or each beneficial owner's broker, dealer, commercial bank, trust company or other nominee to the Tender Agent at the contact details set forth on the back cover page of this Offer to Purchase.

None of the Dealer Managers, the Tender Agent nor any of their respective affiliates, nor any director, officer, employee or agent of any such person, is acting for any Holder, makes any recommendation whether Holders should tender Notes for purchase pursuant to the Offer, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in relation to the Offer.

The Tender Agent is an agent of the Company and owes no duty to any Holder.

FEEs AND EXPENSES

The Company will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses that they incur in forwarding copies of this Offer to Purchase to the beneficial owners of the Notes. No fees or commissions have been or will be paid to any broker, dealer or other person, other than the Dealer Managers and the Tender Agent, in connection with the Offer and the Consent Solicitation.

The Company will pay all transfer taxes, if any, with respect to the Notes. However, if Notes for principal amounts not accepted for tender are to be delivered to, or are to be registered or issued in the name of, any person other than the Holder of the Notes, or if tendered Notes are to be registered in the name of any person other than the person electronically transmitting acceptance through the procedures of DTC, or if a transfer tax is imposed for any reason other than the purchase of Notes pursuant to the Offer, then the amount of any transfer tax (whether imposed on the Holder of the Notes or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of that tax or exemption therefrom is not submitted, then the amount of the transfer tax will be deducted from the Early Participation Consideration or the Tender Consideration, as applicable, otherwise payable to the tendering Holder. Any remaining amount will be billed directly to the tendering Holder.

MISCELLANEOUS

Other than with respect to the Trustee, the Dealer Managers, and the Tender Agent, none of the Company or any of its affiliates has engaged, or made any arrangements for, nor do they have any contract, arrangement or understanding with, any broker, dealer, agent or other person regarding the purchase of Notes hereunder.

The contract constituted by the Company's acceptance for payment, in accordance with the terms of this Offer to Purchase, of all Notes validly tendered (or defectively tendered, if such defect has been waived by the Company) shall be governed by, and construed in accordance with, the laws of the State of New York.

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase (which includes any materials appended thereto) other than those contained herein and, if given or made, you must not rely on such information or representation as having been authorized by the Company or any of its affiliates, the Trustee, the Dealer Managers, or the Tender Agent. The delivery of this Offer to Purchase (which includes any materials appended hereto) shall not, under any circumstances, create any implication that there has been no change in the affairs of the Company or any of its subsidiaries or affiliates since the date thereof, or that the information therein is correct as of any time after the date thereof.

You may direct any questions and requests for assistance in relation to the Offer and the Consent Solicitation to the Dealer Managers at the telephone numbers and addresses listed below. Additional copies of this Offer to Purchase and any other documents related to the Offer and the Consent Solicitation may be obtained from the Tender Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer and the Consent Solicitation.

THE DEALER MANAGERS FOR THE OFFER AND THE CONSENT SOLICITATION ARE:

Barclays Bank PLC, Singapore Branch

10 Marina Boulevard, #23-01
Marina Bay Financial Centre Tower 2
Singapore 018983

Attention: Liability Management Group
Telephone: +65 6308 2605
Facsimile: +65 6308 3079
Email:
asialiabilitymgmt@barclayscapital.com

DBS Bank Ltd.

12 Marina Boulevard, Level 42
Marina Bay Financial Centre Tower 3
Singapore 018982

Attention: Treasury & Markets – Fixed
Income
Telephone: +65 6222 4261
Facsimile: +65 6225 7464
Email: liabilitymanagement@dbs.com

ING Bank N.V., Singapore Branch

9 Raffles Place, #19-02
Republic Plaza
Singapore 048619

Attention: Debt Capital Markets
Telephone: +65 6535 3688
Facsimile: +65 6533 1190
Email: projectsdcmhg@asia.ing.com

THE TENDER AGENT FOR THE OFFER AND THE CONSENT SOLICITATION IS:

The Bank of New York Mellon

Corporate Trust - Reorg111 Sanders Creek Pkwy
East Syracuse, NY 13057
United States of America

Attention: CT-Reorg – STATS ChipPAC Ltd.
Telephone: (315) 414 3349
Facsimile: (732) 667 9408
Email: CT_REORG_UNIT_INQUIRIES@bnymellon.com

APPENDIX A – DECLARATION FOR SINGAPORE INCOME TAX PURPOSES

STATS CHIPPAC LTD.

**\$200,000,000 5.375% SENIOR NOTES DUE 2016 (“2016 NOTES”) AND \$611,152,000 4.5% SENIOR NOTES DUE 2018 (“2018 NOTES”)
(the 2016 Notes and 2018 Notes collectively, the “Notes” and each, a “Note”)**

DECLARATION BY DTC PARTICIPANT FOR SINGAPORE TAX PURPOSES

Name of DTC Participant : _____
Address : _____
Holding in respect of which this Declaration is made : _____ principal amount of \$200,000,000 5.375% Senior Notes due 2016 / \$611,152,000 4.5% Senior Notes due 2018*
VOI references in respect of which this Declaration is made: _____ (where applicable)
* Please delete whichever is inapplicable

To: **STATS ChipPAC Ltd.** (the “Company”)

*This declaration is prepared for the purposes of assisting the Company to determine the amount, if any, of applicable Singapore income tax which may have to be withheld and of any entitlement to gross-up payments in relation to any excess of the Early Participation Consideration, Tender Consideration or Change of Control Payment, as applicable, over the principal amount of the Notes at par payable pursuant to the Offer to Purchase and Consent Solicitation Statement dated September 4, 2015. The DTC Participant is making this declaration in respect of the Holding above on the basis of instructions which it has received pursuant to the terms of the Offer. **All information obtained from Holders set out herein may be disclosed to the Inland Revenue Authority of Singapore.***

For the purpose of the Declaration, the following definitions apply:-

- (1) An individual is a resident in Singapore if he is a person who, in the year preceding the year of assessment, resides in Singapore except for such temporary absences therefrom as may be reasonable and not inconsistent with a claim by such person to be resident in Singapore, and includes a person

who is physically present or who exercises an employment (other than as a director of a company) in Singapore for 183 days or more during the year preceding the year of assessment.

(2) A company is a resident of Singapore if the management and control of its business is exercised in Singapore.

(3) “**permanent establishment**” means a fixed place where a business is wholly or partly carried on including a place of management, a branch, an office, a factory, a warehouse, a workshop, a farm or plantation, a mine, oil well, quarry or other place of extraction of natural resources, a building or work site or a construction, installation or assembly project. A person shall be deemed to have a permanent establishment in Singapore if that person:

- (i) carries on supervisory activities in connection with a building or work site or a construction, installation or assembly project; or
- (ii) has another person acting on the person’s behalf in Singapore who:
 - (a) has and habitually exercises an authority to conclude contracts;
 - (b) maintains stock of goods or merchandise for the purpose of delivery on its behalf of that person; or
 - (c) habitually secures orders wholly and almost wholly for the person or for such other enterprises as are controlled by that person.

STATS CHIPPAC LTD.

\$200,000,000 5.375% SENIOR NOTES DUE 2016 AND \$611,152,000 4.5% SENIOR NOTES DUE 2018

DECLARATION

Section A : To be completed by the DTC Participant in respect of Holder(s) who are individuals

On behalf of the following individual(s), as named and detailed in the table below, we confirm the following:

		(Yes or No)	(Yes or No)	(Yes or No)	Details to be provided, if applicable
Name of Holder	Holding (please state the amount and type of Notes (2016 Notes or 2018 Notes))	Holding as beneficial owner of Notes*	Tax resident in Singapore	Payment on the Notes is not derived by this Holder from any trade, business, profession or vocation carried on or exercised in Singapore and is not effectively connected with any permanent establishment of this Holder in Singapore.	Holder is a tax resident of _____ (“ <i>Treaty Jurisdiction</i> ”) for the purposes of the Avoidance of Double Taxation Agreement between Singapore and the Treaty Jurisdiction (“ <i>DTA</i> ”) and this Holder is entitled to claim the benefit of the DTA. Under the DTA, the rate, if any, of Singapore income tax to be withheld on the excess amount of the Early Participation Consideration or Tender Consideration, as applicable, over the principal amount of the Notes payable on the Notes is ____%. Holder is the beneficial owner of such income. A copy of the Certificate of Residence issued by the tax authority of the Treaty Jurisdiction, or an English translation thereof (if not in English language), for the purpose of this Holder’s claim for a reduced rate of tax withholding is attached to this Form.

*The above information must be provided with respect to the beneficial owner of the Notes

STATS CHIPPAC LTD.

\$200,000,000 5.375% SENIOR NOTES DUE 2016 AND \$611,152,000 4.5% SENIOR NOTES DUE 2018

Signature of DTC Participant on behalf of all Holder(s) above: _____

Name: _____

Date: _____

Contact No: _____

Medallion Seal of DTC Participant:

STATS CHIPPAC LTD.

\$200,000,000 5.375% SENIOR NOTES DUE 2016 AND \$611,152,000 4.5% SENIOR NOTES DUE 2018

Section B : To be completed by DTC Participant in respect of non-individual Holder(s), such as body corporates

On behalf of the Holder(s) named below, we confirm the following

		(Yes or No)	(Yes or No)	(Yes or No)	(Yes or No)	(Yes or No) Applicable only if the Holder is not tax resident in Singapore	Details to be provided, if applicable
Name of Holder	Holding (please state the amount and type of Notes (2016 Notes or 2018 Notes))	Holding as beneficial owner of Notes*	The management and control of this Holder's business for the preceding year and from the beginning of this year to the date of this Declaration was exercised in Singapore and there is no intention, at the time of this Declaration, to change the place of management and control of this Holder to a location outside Singapore.	This Holder has previously filed tax returns with the Inland Revenue Authority of Singapore.	This Holder is declared as a tax resident of Singapore based on its latest tax return filed with the Inland Revenue Authority of Singapore.	Payment on the Notes is not derived by this Holder from any trade, business, profession or vocation carried on or exercised in Singapore and is not effectively connected with any permanent establishment of this Holder in Singapore.	This Holder is resident in _____ (" <i>Treaty Jurisdiction</i> ") for the purposes of the Avoidance of Double Taxation Agreement (" <i>DTA</i> ") between Singapore and the Treaty Jurisdiction and this Holder is entitled to claim the benefit of the DTA. Under the DTA, the rate, if any, of Singapore income tax to be withheld on the excess amount of the Early Participation Consideration or Tender Consideration, as applicable, over the principal amount of the Notes payable on the Notes is ____%. Holder is the beneficial owner of such income. A copy of the Certificate of Residence issued by the tax authority of the Treaty Jurisdiction, or an English translation thereof (if not in English language), for the purpose of this Holder's claim for a reduced rate of tax withholding is attached to this Form.

*The above information must be provided with respect to the beneficial owner of the Notes

STATS CHIPPAC LTD.

\$200,000,000 5.375% SENIOR NOTES DUE 2016 AND \$611,152,000 4.5% SENIOR NOTES DUE 2018

For and on behalf of the above-named Holder(s)

Signature of DTC Participant on behalf of all Holder(s) above: _____

Name: _____

Date: _____

Contact No: _____

Medallion Seal of DTC Participant:

STATS CHIPPAC LTD.

\$200,000,000 5.375% SENIOR NOTES DUE 2016 AND \$611,152,000 4.5% SENIOR NOTES DUE 2018

Section C : To be completed by the DTC Participant on behalf of Holder(s) who are Singapore branches of foreign non-individual entities

On behalf of the Holder(s) named below, we confirm the following

		Yes or No	Yes or No
Name of Singapore Branch	Holding (please state the amount and type of Notes (2016 Notes or 2018 Notes))	This Singapore Branch is the beneficial owner of these holdings of Notes*	The Inland Revenue Authority of Singapore has granted approval to this Singapore Branch to receive payments falling within Section 12(6) of the Income Tax Act (Chapter 134) without deduction of tax. A copy of the letter of approval dated _____ is attached.

*The above information must be provided with respect to the beneficial owner of the Notes

Signature of DTC Participant on behalf of all Holder(s) above: _____

Name: _____

Date: _____

Contact No: _____

Medallion Seal of DTC Participant: