

JOINT ANNOUNCEMENT

PROPOSED ACQUISITION BY MIRAIT SINGAPORE PTE. LTD. OF ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF LANTROVISION (S) LTD BY WAY OF A SCHEME OF ARRANGEMENT

1. INTRODUCTION

- 1.1 **The Scheme.** The respective boards of directors of Lantrovision (S) Ltd (the "**Company**") and MIRAIT Singapore Pte. Ltd. (the "**Offeror**") are pleased to announce the proposed acquisition (the "**Acquisition**") by the Offeror of all the issued and paid-up ordinary shares in the capital of the Company (the "**Shares**"). The Acquisition will be effected by way of a scheme of arrangement (the "**Scheme**") in accordance with Section 210 of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**") and the Singapore Code on Take-overs and Mergers (the "**Code**").
- 1.2 **Implementation Agreement.** In connection with the Acquisition, the Company and the Offeror (each, a "**Party**" and collectively, the "**Parties**") have today entered into an implementation agreement (the "**Implementation Agreement**") setting out the terms and conditions on which the Offeror and the Company will implement the Scheme.

2. INFORMATION ON THE PARTIES

- 2.1 **The Company.** The Company was incorporated in Singapore on 27 June 1992, listed on the Stock Exchange of Singapore Dealing and Automated Quotation on 2 November 2001 and subsequently transferred to the Main Board of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") on 15 January 2008. The principal activities of the Company are those of investment holding and supplying, designing, installing and providing consultancy services on network integration and structured cabling. The Company also engages in the contracting of IT electrical infrastructure and the supply of electrical hardware and fittings.

The board of directors of the Company comprises the following:

- (a) Mr Lum Chue Tat (Executive Chairman);
- (b) Mr Chan Thye Yuan (Managing Director);
- (c) Mr Ang Ee Tiong, Kenneth (Executive Director);
- (d) Mr Yeo Jiew Yew (Non-Executive Director);
- (e) Ms Lim Woon Wah (Lead Independent Director);
- (f) Ms Chan Bee Leng (Independent Director); and
- (g) Mr Yeo Kan Kiang, Roy (Independent Director).

As at the date of this Joint Announcement (the "**Joint Announcement Date**"), the Company has an issued and paid-up share capital of S\$59,307,000.00, comprising 53,948,356 Shares. As at the Joint Announcement Date, there are no treasury shares held in the issued share capital of the Company.

2.2 **The Offeror.** The Offeror is an investment holding company incorporated in Singapore on 12 November 2015. The Offeror has not carried on any business since its incorporation, except to enter into certain arrangements in connection with the Acquisition and the Scheme. As at the Joint Announcement Date:

- (a) the Offeror has an issued and paid-up share capital of S\$200,000.00 comprising 200,000 ordinary shares, all of which are held by MIRAIT Holdings Corporation ("**MIRAIT**"); and
- (b) the board of directors of the Offeror comprises the following:
 - (i) Mr Hiroshi Kogure (Executive Director of MIRAIT and Managing Executive Officer – Corporate Strategy of MIRAIT);
 - (ii) Mr Jun Kumazaki (Executive Officer of MIRAIT and Head of Investor Relations Office and Head of Strategy Division of MIRAIT); and
 - (iii) Mr Koji Ono (Project General Manager of Strategy Department of MIRAIT).

2.3 **MIRAIT Holdings Corporation.** MIRAIT, its subsidiaries and associated companies (collectively, the "**MIRAIT Group**"), is a leading Japanese telecommunication construction engineering and services group specialising in communication facilities installation. MIRAIT is listed on the first section of the Tokyo Stock Exchange and as at 30 December 2015, has a market capitalisation of approximately JPY85 billion (US\$708 million). In its most recent financial year, MIRAIT achieved revenues and net profits of approximately JPY284 billion (US\$2.354 billion) and approximately JPY11 billion (US\$92 million) respectively. MIRAIT's medium term objective is to diversify its business into the environmental, social and information and communication technology (ICT) sectors as well as to strengthen its overseas operations including in South East Asia.

3. **THE SCHEME**

3.1 **The Acquisition.** Under the Scheme:

- (a) all the Shares held by the shareholders of the Company (the "**Shareholders**") as at a books closure date to be announced by the Company, on which the Transfer Books and the Register of Members of the Company will be closed in order to determine the entitlements of the Shareholders in respect of the Scheme (the "**Books Closure Date**"), will be transferred to the Offeror:
 - (i) fully paid;
 - (ii) free from all liens, equities, mortgages, charges, encumbrances, security interests, hypothecations, easements, pledges, title retentions, trust arrangements, hire purchases, judgments, preferential rights, rights of pre-emption and other rights or interests conferring security or similar rights in favour of a third party; and
 - (iii) together with all rights, benefits and entitlements as at the Joint

Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) declared by the Company on or after the Joint Announcement Date. If any dividend, right or other distribution is declared by the Company to the Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration (as defined below) by the amount of such dividend, right or distribution; and

- (b) in consideration for such transfer, each of the Shareholders as at the Books Closure Date will be entitled to receive S\$3.25 in cash for each Share (the "**Scheme Consideration**").
- 3.2 **Scheme Document.** Further information on the Scheme and the terms and conditions upon which the Scheme will be implemented by the Company and the Offeror will be set out in the document to be issued by the Company to the Shareholders containing, *inter alia*, details of the Scheme (the "**Scheme Document**").
- 3.3 **Delisting.** On the date on which the Scheme becomes effective in accordance with its terms (the "**Effective Date**"), the Company will become a wholly-owned subsidiary of the Offeror, and will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST, shortly after the Effective Date.
- 3.4 **Switch Option.** Pursuant to the terms of the Implementation Agreement, subject to prior consultation with the Securities Industry Council (the "**SIC**"), in the event of a competing offer, the Offeror shall have the right at its discretion to elect to proceed by way of a voluntary conditional cash offer made for or on behalf of the Offeror to acquire all the Shares on the terms and subject to the conditions which will be set out in the offer document (the "**Offer Document**") issued for or on behalf of the Offeror (the "**Offer**") in lieu of proceeding by way of the Scheme (the "**Switch Option**").

If the Offeror exercises the Switch Option, it will make the Offer on the same or better terms as those which apply to the Scheme, including at a consideration per Share greater than the Scheme Consideration, and conditional upon a level of acceptances set at only more than 50 per cent. of the Shares to which the Offer relates and not conditional on a higher level of acceptances.

In such an event, the Company and the Offeror have agreed that the Implementation Agreement shall terminate with effect from the date of announcement of the Offer save for certain surviving provisions.

4. **SCHEME CONDITIONS**

- 4.1 **Scheme Conditions.** The Scheme is conditional upon the satisfaction or waiver (as the case may be) of a number of conditions precedent (the "**Scheme Conditions**") which are set out in **Schedule 1** to this Joint Announcement.
- 4.2 **Benefit of Scheme Conditions.**
 - (a) **The Offeror's Benefit.** The Offeror alone may waive the Scheme Conditions in paragraphs 5, 6 (in relation to Prescribed Occurrences as set out in **Schedule 2** to this Joint Announcement relating to the Company, its subsidiaries and its associated companies (collectively, the "**Group**" and each, a "**Group Company**")), 7, 9 and 10 of **Schedule 1**. Any breach or non-fulfilment of any such Scheme Conditions may be

relied upon only by the Offeror. The Offeror may at any time and from time to time at its sole and absolute discretion waive any such breach or non-fulfilment.

- (b) **The Company's Benefit.** The Company alone may waive the Scheme Conditions in paragraphs 6 (in relation to Prescribed Occurrences relating to the Offeror) and 8 of **Schedule 1**. Any breach or non-fulfilment of any such Scheme Conditions may be relied upon only by the Company. The Company may at any time and from time to time at its sole and absolute discretion waive any such breach or non-fulfilment.
- (c) **Both Parties' Benefit.** The Scheme Conditions in paragraphs 1, 2, 3 and 4 of **Schedule 1** are not capable of being waived by either or both of the Company and the Offeror.

5. **TERMINATION**

5.1 **Right to Terminate.** The Implementation Agreement provides that the Implementation Agreement may be terminated at any time on or prior to the date falling on the business day immediately preceding the Effective Date (the "**Record Date**") (provided that the Party seeking termination does so only after it has had prior consultation with the SIC):

- (a) **Regulatory Action:** by either the Company or the Offeror, if any court of competent jurisdiction or governmental agency has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Scheme, the Acquisition or any part thereof, or has refused to do anything necessary to permit the Scheme, the Acquisition or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;
- (b) **Breach:** either (i) by the Offeror, if the Company is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice) or has failed to perform and comply in all material respects with any matters referred to in paragraph 7(b) of **Schedule 1** to this Joint Announcement on or prior to the Record Date; or (ii) by the Company, if the Offeror is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice) or has failed to perform and comply in all material respects with any matters referred to in paragraph 8(b) of **Schedule 1** to this Joint Announcement on or prior to the Record Date, provided that either the Offeror or the Company, as the case may be, has given written notice to the other Party of the alleged breach and stating its intention to terminate the Implementation Agreement and further that in the case where such a breach is capable of remedy, the Party in breach fails to remedy the same within 15 business days after receipt of such notice; and
- (c) **Shareholders' Approval:** by either the Company or the Offeror, if the resolutions in respect of the Scheme are not approved (without amendment) by the requisite majorities of the Shareholders at the meeting of the Shareholders to be convened pursuant to the order of the High Court of the Republic of Singapore (the "**Court**") to approve the Scheme and any adjournment thereof (the "**Court Meeting**").

5.2 **Non-fulfilment of Scheme Conditions.** Notwithstanding anything contained in the Implementation Agreement, the Implementation Agreement shall terminate if any of the Scheme Conditions has not been satisfied (or, where applicable, has not been waived) by, or if the Scheme has not become effective on, 31 July 2016 (or such other date as the Company and the Offeror may agree in writing), except that:

- (a) in the event of any non-fulfilment of the Scheme Conditions in paragraphs 5, 6 (in

relation to Prescribed Occurrences relating to the Group), 7, 9 and/or 10 of **Schedule 1** to this Joint Announcement, the Offeror may only rely on such non-fulfilment of any such Scheme Condition to terminate the Implementation Agreement with the prior consultation and approval of the SIC; and

- (b) in the event of any non-fulfilment of the Scheme Conditions in paragraph 6 (in relation to Prescribed Occurrences relating to the Offeror) and/or paragraph 8 of **Schedule 1** to this Joint Announcement, the Company may only rely on such non-fulfilment of any such Scheme Condition to terminate the Implementation Agreement with the prior consultation and approval of the SIC.

- 5.3 **Effect of Termination.** In the event of termination of the Implementation Agreement by either the Company or the Offeror pursuant to the terms of the Implementation Agreement, the Implementation Agreement shall terminate (except for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law) and there shall be no other liability on the part of either the Company or the Offeror.

6. MANAGEMENT RETENTION ARRANGEMENTS

- 6.1 It is the intention and desire of the Offeror that the following key members of the management team of the Company, namely, Mr Lum Chue Tat, Mr Chan Thye Yuan and Mr Ang Ee Tiong, Kenneth (the "**Key Management Personnel**") continue to assist with the business operations and development of the Company and the larger MIRAIT Group in Singapore. For this purpose, the Offeror and the Company have on the Joint Announcement Date, entered into certain arrangements with the Key Management Personnel that are subject to the Scheme taking effect (the "**Management Retention Arrangements**"):

- (a) extension of the term of the relevant Key Management Personnel's existing service agreement with the Company by one (1) additional year, such that the service agreement will expire on 30 June 2019 (the "**Expiry Date**"); and
- (b) a management contract between the Offeror and each of the Key Management Personnel, pursuant to which, the Offeror has undertaken to, subject to certain exceptions in the management contract, pay each Key Management Personnel a fixed lump sum at the expiry of the term (being the Expiry Date) of the relevant management contract if such Key Management Personnel remains within the employment of the Company up till the Expiry Date.

- 6.2 **SIC Confirmation.** The SIC has confirmed that the Management Retention Arrangements will not be regarded as prohibited special deals for the purposes of Rule 10 of the Code, subject to the IFA (as defined below) publicly stating that in its opinion that the terms of the proposed Management Retention Arrangements are fair and reasonable.

7. IRREVOCABLE UNDERTAKINGS

- 7.1 **Deeds of Undertaking.** Each of Mr Lum Chue Tat, Mr Chan Thye Yuan, Mr Ang Ee Tiong, Kenneth and Mr Yeo Jiew Yew (collectively, the "**Undertaking Shareholders**") has given an irrevocable undertaking to the Offeror (each, a "**Deed of Undertaking**" and collectively, the "**Deeds of Undertaking**") to, *inter alia*:

- (a) vote or procure the voting of, all of his respective Shares as set out in **Schedule 3** to this Joint Announcement (the "**Relevant Shares**") in favour of the Scheme and any other matter necessary or proposed to implement the Scheme at any Court Meeting;

- (b) not accept any other offer from any other party other than the Offeror for all or any of the Relevant Shares, whether or not such other offer is higher than the Scheme Consideration; and
- (c) (if the Offeror exercises the Switch Option and announces the Offer in the event of a competing offer) accept, or procure the acceptance of, the Offer in respect of all the Relevant Shares in accordance with the procedure for acceptance as prescribed in the Offer Document within two (2) market days from the date on which the Offeror despatches the Offer Document to the Shareholders, and notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not withdraw such acceptance(s).

7.2 **Termination.** The Deeds of Undertaking will terminate on the earliest of any of the following dates:

- (a) in the event the Implementation Agreement lapses or is terminated for any reason (other than as a result of the Switch Option being exercised by the Offeror) without the Scheme becoming effective, the date the Implementation Agreement lapses or is terminated;
- (b) 31 July 2016 (or such later date as the Offeror and the relevant Undertaking Shareholder may agree in writing), if the Scheme lapses, is withdrawn or does not become effective by 31 July 2016 (or such later date as the Offeror and the relevant Undertaking Shareholder may agree in writing) for any reason other than a breach by the relevant Undertaking Shareholder of any of his respective obligations set forth in the Deeds of Undertaking;
- (c) subject to paragraph 7.1(c), the date the Scheme lapses, is withdrawn or does not become effective for any reason other than a breach by the relevant Undertaking Shareholder of any of his respective obligations set forth in the Deeds of Undertaking;
- (d) in the event the Switch Option is exercised by the Offeror and the Offer lapses or is withdrawn for any reason without being declared unconditional in all respects in accordance with its terms, the date the Offer lapses or is withdrawn;
- (e) in the event a competing general offer for the Company is announced by a party other than the Offeror at any time after the Joint Announcement Date and such offer is declared unconditional in all respects in accordance with its terms (other than by reason of the Relevant Shares being validly tendered in acceptance of such offer), the date such offer is declared unconditional; and
- (f) the Effective Date.

7.3 **No Other Irrevocable Undertakings.** Save for the Deeds of Undertaking, neither the Offeror nor any Relevant Person (as defined below) has received any irrevocable undertaking from any party to vote in favour of the Scheme as at the Joint Announcement Date.

7.4 **SIC Confirmation.** The SIC has confirmed that the Key Management Personnel to the extent they hold Shares as at the date of the Court Meeting, are allowed to attend and vote at the Court Meeting.

8. **RATIONALE FOR THE ACQUISITION**

- 8.1 **Acquisition as Expansion of Business outside of Japan for the Offeror.** The acquisition of the Group is a further step in the MIRAIT Group's business strategy to expand its information technology infrastructure business outside of Japan, including the expansion and diversification of the MIRAIT Group's overseas customer network. The acquisition of the Company, which boasts a strong reputation and track record, will complement and enhance the MIRAIT Group's existing business in telecommunication facilities installation.

Currently, the MIRAIT Group's customers are mainly telecommunications carriers located in four countries in the Asia-Pacific region. The Acquisition will enable the MIRAIT Group to access the Group's diverse customer base (including customers, many of which are multinationals, in a broad range of industries such as the financial industry, data centres and the manufacturing industry) through the Group's sales offices in 28 cities across 13 countries in the Asia-Pacific region, including Singapore, Malaysia and the People's Republic of China.

The personnel and management systems supporting the Group's multinational operations will also enable the MIRAIT Group to reinforce its global business foundations, facilitating further growth for both the MIRAIT Group and the Group.

- 8.2 **Clean Cash Exit Opportunity for Shareholders to realise their Investment.** The Acquisition represents a clean cash exit opportunity for Shareholders to realise their entire investment at an attractive premium over the market prices of the Shares prior to the Joint Announcement Date. As stated in paragraph 9 below, the Scheme Consideration represents a premium of approximately 47.7%, 42.8%, 46.2%, 56.6% and 42.1% over the last transacted price per Share on 26 January 2016 (being the last full trading day immediately prior to the Joint Announcement Date), the one (1)-month, three (3)-month, six (6)-month and 12-month volume weighted average prices ("**VWAP**") ending 26 January 2016.

9. **FINANCIAL EVALUATION OF THE SCHEME CONSIDERATION**

The Scheme Consideration represents the following premia over the relevant closing price and VWAP of the Company as follows:

	Description	Share Price ⁽¹⁾ (S\$)	Premium to Share Price (%)
(a)	Last transacted price per Share on 26 January 2016 (being the last day on which the Shares were traded prior to the Joint Announcement Date)	2.200	47.7
(b)	VWAP for the one (1)-month period prior to the Joint Announcement Date	2.276	42.8
(c)	VWAP for the three (3)-month period prior to the Joint Announcement Date	2.222	46.2
(d)	VWAP for the six (6)-month period prior to the Joint Announcement	2.076	56.6

	Description	Share Price ⁽¹⁾ (S\$)	Premium to Share Price (%)
	Date		
(e)	VWAP for the 12-month period prior to the Joint Announcement Date	2.287	42.1

Note:

- (1) The figures set out in this paragraph 9 are based on the daily adjusted VWAP, as extracted from Bloomberg L.P. as at 26 January 2016, being the last full trading day immediately prior to the Joint Announcement Date.

10. APPROVALS REQUIRED

10.1 **Court Meeting and Court Sanction.** The Scheme will require, *inter alia*, the following approvals:

- (a) the approval of the Scheme by a majority in number of Shareholders representing not less than three-fourths in value of the Shares held by Shareholders present and voting either in person or by proxy at the Court Meeting; and
- (b) the sanction of the Scheme by the Court.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the order of the Court sanctioning the Scheme has been lodged with the Accounting and Corporate Regulatory Authority of Singapore.

10.2 **SIC Confirmations.** An application was made by the Offeror to the SIC to seek certain rulings in relation to the Scheme. The SIC has confirmed, *inter alia*, that:

- (a) the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Code, subject to the conditions set out under the Note on Definition of Offer in the Code; and
- (b) it has no objections to the Scheme Conditions.

11. CONFIRMATION OF FINANCIAL RESOURCES

Mizuho Bank, Ltd. confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Shares to be acquired by the Offeror pursuant to the Scheme.

12. INDEPENDENT FINANCIAL ADVISER

The directors of the Company who are considered to be independent for the purposes of the Scheme (the "**Independent Directors**") will be appointing an independent financial adviser (the "**IFA**") to advise them for the purpose of making a recommendation to the Shareholders in connection with the Scheme. Full details of the Scheme including the recommendation of

the Independent Directors along with the advice of the IFA (the "**IFA Letter**") will be included in the Scheme Document.

13. **SCHEME DOCUMENT**

The Scheme Document containing full details of the Scheme (including the recommendation of the Independent Directors along with the IFA Letter) and giving notice of the Court Meeting to approve the Scheme will be despatched to Shareholders in due course.

Shareholders are advised to refrain from taking any action in relation to their Shares which may be prejudicial to their interests until they or their advisers have considered the information and the recommendation of the Independent Directors on the Scheme as well as the advice of the IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

14. **DISCLOSURE OF INTERESTS**

14.1 **Company.** As at the Joint Announcement Date, the interests in Shares held by the directors of the Company are set out below:

Directors	Direct Interest		Deemed Interest	
	No. of Shares	%⁽¹⁾	No. of Shares	%⁽¹⁾
Mr Lum Chue Tat	5,003,796	9.28	-	-
Mr Chan Thye Yuan	5,530,296	10.25	-	-
Mr Ang Ee Tiong, Kenneth	6,234,636	11.56	-	-
Mr Yeo Jiew Yew	4,470,400	8.29	-	-
Ms Lim Woon Wah	-	-	-	-
Ms Chan Bee Leng ⁽²⁾	-	-	30,000	0.06
Mr Yeo Kan Kiang, Roy	-	-	-	-

Notes:

(1) Based on an issued and paid-up share capital comprising 53,948,356 Shares (excluding treasury shares) as at the Joint Announcement Date.

(2) Ms Chan Bee Leng has a deemed interest in 30,000 ordinary shares held by her spouse in the Company.

Save as disclosed in this Joint Announcement, no director or controlling Shareholder of the Company has any interest in the Scheme (other than by reason only of being a director or Shareholder of the Company). As disclosed in this Joint Announcement, the Company and the Offeror have entered into the Management Retention Arrangements with the Key Management Personnel and the Undertaking Shareholders have given Deeds of Undertaking.

14.2 **Offeror.** As at the Joint Announcement Date, none of (1) the Offeror and (2) the directors of the Offeror (the "**Relevant Persons**"):

- (a) owns, controls or has agreed (other than pursuant to the Deeds of Undertaking) to acquire any (i) Shares, (ii) securities which carry voting rights in the Company; or (iii) convertible securities, warrants, options and derivatives in respect of Shares or securities which carry voting rights in the Company (collectively, the "**Company Securities**");

- (b) has received any irrevocable commitment or undertakings from any party to vote and/or procure the voting of all the Shares to approve the Scheme and any other matter necessary or proposed to implement the Scheme, save for the Deeds of Undertaking; and
- (c) has, in respect of any Company Securities, (i) granted any security interest to another person, whether through a charge, pledge or otherwise; (ii) borrowed from another person (excluding borrowed Company Securities which have been on-lent or sold); or (iii) lent to another person.

All references to "**derivative**" shall mean any financial product whose value in whole or in part is determined, directly or indirectly, by reference to the price of an underlying security or securities which causes the holder to have a long economic exposure to the underlying securities.

In the interests of confidentiality, save for the Relevant Persons, the Offeror has not made enquiries in respect of certain other parties who are or may be deemed to be acting in concert with it in connection with the Scheme. Further enquiries will be made of such persons subsequent to this Joint Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

- 14.3 **Disclosure of Dealings.** In accordance with the Code, the associates (as defined under the Code, and which includes all substantial shareholders) of the Company and the Offeror are hereby reminded to disclose their dealings in any securities of the Company and the Offeror under Rule 12 of the Code.

15. **OVERSEAS SHAREHOLDERS**

The applicability of the Scheme to Shareholders whose addresses are outside Singapore, as shown on the Register of Members of the Company, or as the case may be, in the records of The Central Depository (Pte) Limited (each, an "**Overseas Shareholder**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Shareholders should inform themselves about and observe any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the Offeror reserves the right not to send such documents to the Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Shareholders (including the Overseas Shareholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Shareholders who are in doubt about their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to Overseas Shareholders will be contained in the Scheme Document.

16. **DOCUMENTS FOR INSPECTION**

Copies of the Implementation Agreement and the Deeds of Undertaking will be made available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

17. **RESPONSIBILITY STATEMENTS**

- 17.1 **Company.** The directors of the Company (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Offeror and/or MIRAIT or any opinion expressed by the Offeror) are fair and accurate and that, where appropriate, no material facts in relation thereto have been omitted from this Joint Announcement, and the directors of the Company jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Offeror and/or MIRAIT, the sole responsibility of the directors of the Company has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Company do not accept any responsibility for any information relating to the Offeror and/or MIRAIT or any opinion expressed by the Offeror.

- 17.2 **Offeror.** The directors of the Offeror (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Company or any opinion expressed by the Company) are fair and accurate and that, where appropriate, no material facts in relation thereto have been omitted from this Joint Announcement, and the directors of the Offeror jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Company, the sole responsibility of the directors of the Offeror has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Offeror do not accept any responsibility for any information relating to or any opinion expressed by the Company.

27 January 2016

By order of the Board of Directors of

LANTROVISION (S) LTD

By order of the Board of Directors of

MIRAIT SINGAPORE PTE. LTD.

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast", "target" and similar expressions or future or conditional verbs such as "will",

"would", "should", "could", "may" and "might". These statements reflect the Offeror's or the Company's (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors of the Offeror, MIRAIT and the Company should not place undue reliance on such forward-looking statements, and neither the Offeror nor the Company undertakes any obligation to update publicly or revise any forward-looking statements.

SCHEDULE 1

SCHEME CONDITIONS

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

The Acquisition is conditional upon the following:

1. **Shareholders' Approval:** the approval of the Scheme by the Shareholders in compliance with the requirements under Section 210(3) of the Companies Act;
2. **Court Order:** the grant of the Court Order by the Court and such Court Order having become final;
3. **ACRA Lodgement:** the lodgement of the Court Order with the Accounting and Corporate Regulatory of Singapore;
4. **Regulatory Approvals:** the receipt of the following Regulatory Approvals prior to the Record Date, and such approvals not being revoked or withdrawn on or before the Record Date, including without limitation, the following:
 - (a) confirmation from the SIC that Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code shall not apply to the proposed Scheme;
 - (b) confirmation from the SIC that it has no objections to the conditions set out in this **Schedule 1**;
 - (c) the approval-in-principle from the SGX-ST for the Scheme Document and for the proposed delisting of the Company; and
 - (d) confirmation from the SIC that the Management Retention Arrangements for the Key Management Personnel will not be regarded as prohibited special deals under the Code and will not prevent such Key Management Personnel from voting their Shares at the Court Meeting,subject to any conditions the SIC or the SGX-ST (as the case may be) may deem fit to impose;
5. **Authorisations:** the receipt of all authorisations, consents, clearances, permissions and approvals as are necessary or required by the Company from all third parties under the contracts entered into by the Group, for or in respect of the implementation of the Scheme, including without limitation, consents and/or waivers from the creditors, customers and suppliers of the Group;
6. **No Prescribed Occurrence:** between the date of the Implementation Agreement and the Record Date, no Prescribed Occurrence in relation to the Group or the Offeror, as the case may be, occurs other than as required by the Implementation Agreement or the Scheme;
7. **Company's Warranties and Covenants:**
 - (a) the Company's representations, warranties, covenants and undertakings set out in the Implementation Agreement:

- (i) which are qualified as to materiality being true and correct; and
- (ii) which are not qualified as to materiality being true and correct in all material respects,

in each case as at the date of the Implementation Agreement and as at the Record Date as though made on and as at that date except to the extent any such representation, warranty, covenant or undertaking expressly relates to an earlier date (in which case as at such earlier date); and

- (b) the Company shall have, as at the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date;

8. Offeror's Warranties and Covenants:

- (a) the Offeror's representations, warranties, covenants and undertakings set out in the Implementation Agreement being true and correct in all material respects in each case as at the date of the Implementation Agreement and as at the Record Date as though made on and as at that date except to the extent any such representations, warranties, covenants and undertakings expressly relates to an earlier date (in which case as at such earlier date); and
- (b) the Offeror shall have, as at the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date;

9. Irrevocable Undertaking: contemporaneous with the execution of the Implementation Agreement, each of the Undertaking Shareholders enters into the Deed of Undertaking with the Offeror, to, *inter alia*, vote all his Shares in favour of the Scheme at the Court Meeting; and

10. Employee Matters: between the date of the Implementation Agreement and the Record Date, there being not more than 33% of all the employees of the Group having terminated or having given notice of termination to the relevant Group Company (as employer) or having been terminated or having been given notice of termination (other than for cause) by the relevant Group Company (as employer).

SCHEDULE 2

PRESCRIBED OCCURRENCE

For the purposes of the Implementation Agreement, a "**Prescribed Occurrence**", as referred to in paragraphs 4.2(a), 4.2(b), 5.2(a) and 5.2(b) of the Joint Announcement and paragraph 6 of **Schedule 1** to this Joint Announcement and defined in the Implementation Agreement, means, in relation to the Group or the Offeror, as the case may be, any of the following:

1. **Conversion of Shares:** any Group Company converting all or any of its shares into a larger or smaller number of shares;
2. **Share Buy-back:** any Group Company entering into a share buy-back agreement or resolving to approve the terms of a share buy-back agreement under the Companies Act or the equivalent companies or securities legislation;
3. **Reduction of Share Capital:** any Group Company resolving to reduce its share capital in any way;
4. **Allotment of Shares:** any Group Company making an allotment of, or granting an option to subscribe for, any shares or securities convertible into shares or agreeing to make such an allotment or to grant such an option or convertible security;
5. **Issuance of Debt Securities:** any Group Company issuing, or agreeing to issue, convertible notes or other debt securities;
6. **Dividends:** any Group Company declaring, making or paying any dividends or any other form of distribution to its shareholders;
7. **Injunctions:** an injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme and/or the Acquisition or any part thereof by either the Company or the Offeror;
8. **Resolution for Winding Up:** any Group Company or the Offeror resolving that it be wound up;
9. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or other similar officer of any Group Company or the Offeror;
10. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of any Group Company or the Offeror;
11. **Composition:** any Group Company or the Offeror entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
12. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of any Group Company or the Offeror;
13. **Insolvency:** any Group Company or the Offeror becoming or being deemed by law or a court of competent jurisdiction to be insolvent or stops or suspends or defaults on or threatens to stop or suspend or default on payment of its debts of a material amount as they fall due;
14. **Cessation of Business:** any Group Company or the Offeror ceases or threatens to cease for any reason to carry on business in the ordinary and usual course;

15. **Investigations and Proceedings:** if any Group Company or the Offeror or any of their respective directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
16. **Analogous Event:** any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

SCHEDULE 3

UNDERTAKING SHAREHOLDERS

S/N	Name of Shareholder	Number of Shares Owned	Number of Shares Owned as a Percentage of the Total Number of Shares ¹
1.	Lum Chue Tat	5,003,796	9.28%
2.	Chan Thye Yuan	5,530,296	10.25%
3.	Ang Ee Tiong, Kenneth	6,234,636	11.56%
4.	Yeo Jiew Yew	4,470,400	8.29%
	Total	21,239,128	39.37%²

¹ Based on an issued and paid up share capital of 53,948,356 Shares (excluding treasury shares) as at the Joint Announcement Date.

² This is not an arithmetic aggregation of the preceding figures due to rounding.