

DYNA-MAC HOLDINGS LTD.

Company Registration No. 200305693E
(Incorporated in the Republic of Singapore)

CONSENT SOLICITATION AND TENDER OFFER EXERCISE BY DYNA-MAC HOLDINGS LTD. (THE "COMPANY") IN RESPECT OF THE S\$50,000,000 4.25 PER CENT. NOTES DUE 2017 (ISIN: SG6SC8000005) COMPRISED IN SERIES 001 (THE "NOTES") ISSUED BY THE COMPANY PURSUANT TO ITS S\$300,000,000 MULTICURRENCY MEDIUM TERM NOTE PROGRAMME (THE "PROGRAMME") ESTABLISHED ON 21 JULY 2014

1. Introduction

1.1 Reference is made to:

- (a) the Notes; and
- (b) the trust deed dated 21 July 2014 made between (1) the Company, as issuer, and (2) DB International Trust (Singapore) Limited, as trustee (the "**Trustee**"), relating to the Programme and constituting the Notes, as amended, varied and supplemented by a supplemental trust deed dated 30 December 2015 entered into between the same parties (the "**Trust Deed**").

Capitalised or other terms used but not defined herein shall, unless the context otherwise requires, have the meaning as set out in the invitation memorandum dated 8 September 2016 (the "**Invitation Memorandum**") issued by the Company.

- 1.2 The Company wishes to announce that it has today commenced an invitation to the holders of the Notes (the "**Noteholders**") to (a) consent to the Proposal (as defined below) and (b) offer to sell for cash at the Purchase Price (as defined below) to the Company, any and all of the outstanding Notes held by them, in each case, subject to the terms and conditions of the Invitation Memorandum (the "**Invitation**").

2. Commencement and expiry of Invitation

The Invitation will commence at 9.00 a.m. (Singapore time) on 8 September 2016 and will expire at 10.00 a.m. (Singapore time) on 28 September 2016, or such later date as the Company may determine in the event of an adjournment of the meeting of Noteholders to be convened to consider the Extraordinary Resolution (as defined below) (the "**Meeting**"), unless extended or earlier terminated (such date and time, as the case may be, the "**Expiration Deadline**").

3. Details of the Proposal

- 3.1 The Company is seeking approval by an extraordinary resolution (“**Extraordinary Resolution**”) of the Noteholders to amend the terms and conditions of the Notes to insert a call option (the “**Call Option**”) as a new Condition 5(k) of the Notes, to enable the Company to, on giving not less than five days' notice to the Trustee and the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (and not some only) of the Notes then outstanding (other than Notes which have already been accepted for purchase by the Company pursuant to the Invitation), at 99.00 per cent. of their principal amount, together with interest accrued from (and including) the last preceding interest payment date to (but excluding) the date fixed for redemption (the “**Proposal**”).
- 3.3 If the Extraordinary Resolution is duly passed at the Meeting, the Company may, at its option by giving not less than five days' notice, redeem all (and not some only) of the Notes on any day prior to the date falling 30 days after the date of entry into of the Second Supplemental Trust Deed (other than Notes which have already been accepted for purchase by the Company pursuant to the Invitation) at the redemption price of the Notes pursuant to the Call Option, being 99.00 per cent. of the principal amount of such Notes, together with interest accrued from (and including) the last preceding interest payment date to (but excluding) the date fixed for redemption. Upon such redemption, the Notes will no longer be outstanding and the Noteholders will not be entitled to any further payments in respect of the Notes after such redemption.

4. Consent Fee

- 4.1 Subject to the Consent Settlement Conditions (as defined below) being satisfied or waived in full, Noteholders who vote in favour of the Extraordinary Resolution at the Meeting, or deliver, or arrange to have delivered on their behalf, valid Voting Instructions (on a Tender Application Form) on or prior to the Expiration Deadline to Deutsche Bank AG, Singapore Branch (as principal paying agent, the “**Principal Paying Agent**” and as tender agent, the “**Tender Agent**”) to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions are not revoked) will receive a consent fee of 0.10 per cent. in principal amount of the Notes, being S\$250 for each S\$250,000 in principal amount of the Notes, in respect of which such votes have been cast (less any bank charges, which shall be borne by such Noteholders) (the “**Consent Fee**”).
- 4.2 The payment of the Consent Fee is conditional upon the following:
- (a) the Noteholders duly passing the Extraordinary Resolution approving the Proposal; and
 - (b) the relevant Noteholders duly completing and returning to the Principal Paying Agent and Tender Agent the Tender Application Form on or prior to the Expiration Deadline and providing complete details of a valid account with a bank in Singapore to which the Consent Fee should be credited as required in the Tender Application Form,
- (together, the “**Consent Settlement Conditions**”).

5. Details of offer to sell

- 5.1 In conjunction with the Proposal, the Company is inviting Noteholders to offer to sell for cash at the Purchase Price (as defined below) to the Company, any and all of the outstanding Notes held by them, in each case, subject to the terms and conditions of the Invitation Memorandum. An offer to sell can only be made by the submission of a validly completed Tender Application Form to the Principal Paying Agent and the Tender Agent prior to the Expiration Deadline. Offers to sell and consents to the Proposal ("**Consents**") delivered by Noteholders are irrevocable save for the deemed withdrawal of offers to sell described in the Invitation Memorandum.
- 5.2 Noteholders may only deliver Consents together with an offer to sell their Notes in respect of which such Consents are delivered. Noteholders may only give Voting Instructions to vote in favour of the Extraordinary Resolution if it offers to sell its Notes by submitting a validly completed Tender Application Form to the Principal Paying Agent and the Tender Agent prior to the Expiration Deadline. The submission of a validly completed Tender Application Form will also include an instruction to the Principal Paying Agent to appoint a proxy or proxies to attend the Meeting (and any adjournment thereof) and to vote in favour of the Extraordinary Resolution in respect of the Offered Notes (as defined below) that are the subject of such Tender Application Form. If a Noteholder submits both a Tender Application Form and a Voting Instruction Form, such Voting Instruction Form shall be disregarded.
- 5.3 On the Settlement Date (as defined below), the Company will, subject to the Tender Settlement Condition (as defined below) being waived or satisfied in full, purchase, or procure the purchase of, Notes validly offered for sale (and which are not the subject of a withdrawal) ("**Offered Notes**") at the Purchase Price (as defined below) together with accrued and unpaid interest on the Notes from (and including) the last preceding interest payment date prior to the Settlement Date to (but excluding) the Settlement Date. The Purchase Price will be paid for Offered Notes subject to the satisfaction or waiver of the Tender Settlement Condition.

6. Purchase Price

- 6.1 Subject to the Tender Settlement Condition being satisfied or waived in full, the purchase price payable by the Company for the Notes accepted by the Company for purchase pursuant to an offer to sell (the "**Purchase Price**") is 100.00 per cent. of the principal amount of the Notes, being S\$250,000 for each S\$250,000 in principal amount of the Notes, to Noteholders who have delivered valid offers to sell on or prior to the Expiration Deadline and such cash payment is expected to be made on or around the date falling five business days after the Meeting or, if applicable, any adjourned date (the "**Settlement Date**").
- 6.2 The payment of the Purchase Price is conditional upon the relevant Noteholders duly completing and returning to Principal Paying Agent and the Tender Agent, the Tender Application Form on or prior to the Expiration Deadline ("**Tender Settlement Condition**").
- 6.3 Subject to the Consent Settlement Conditions and the Tender Settlement Condition being satisfied or waived in full, a Noteholder may be eligible to receive both the Consent Fee and the Purchase Price if it offers to sell its Notes. If the Proposal is not approved, no Consent Fee will be paid to any of the Noteholders, irrespective of whether or not such Noteholder has delivered a valid Consent.

7. Dealer Manager

Oversea-Chinese Banking Corporation Limited has been appointed as the dealer manager for the Invitation. Further details on the Proposal and the Invitation can be found in the notice of meeting published in *The Business Times* and announced via SGXNET on 8 September 2016.

8. Invitation Memorandum

8.1 Copies of the Invitation Memorandum, the Tender Application Form and the Voting Instruction Form will be mailed to the Direct Participants with an address in Singapore. The forms of the Tender Application Form, the Voting Instruction Form as well as the Tax Residency Declaration Form are appended to the Invitation Memorandum. In addition, Noteholders may collect copies of the Invitation Memorandum, the Tender Application Form, the Voting Certificate, the Voting Instruction Form and the Tax Residency Declaration Form from the office of Deutsche Bank AG, Singapore Branch, in its capacity as Principal Paying Agent, at One Raffles Quay #16-00 South Tower Singapore 048583 from 8 September 2016, at any time between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays) up to 10.00 a.m. (Singapore time) on 28 September 2016.

8.2 In order to avoid any violation of laws applicable in countries other than Singapore, the Invitation Memorandum has not been and will not be mailed to Direct Participants who do not presently have an address in Singapore (“**Foreign Noteholders**”). Foreign Noteholders who wish to obtain a copy of the Invitation Memorandum should provide in writing an address in Singapore to the Principal Paying Agent and/or the Tender Agent not later than five days before the Expiration Deadline.

9. Further information

Questions and requests for further information and assistance in relation to the Invitation or the Proposal should be directed to the Dealer Manager: Oversea-Chinese Banking Corporation Limited, at its address and telephone number set forth on the back of the Invitation Memorandum. Questions and requests for assistance in relation to the submission of Voting Instruction Forms may be directed to the Principal Paying Agent: Deutsche Bank AG, Singapore Branch, at its address and telephone number set forth on the back of the Invitation Memorandum. Questions and requests for assistance in relation to the submission of Tender Application Forms should be directed to the Tender Agent: Deutsche Bank AG, Singapore Branch at its address and telephone number set forth on the back of the Invitation Memorandum.

SHAREHOLDERS OF THE COMPANY WHO ARE NOT OTHERWISE NOTEHOLDERS WILL NOT BE ELIGIBLE TO ATTEND OR VOTE AT THE MEETING OF THE NOTEHOLDERS EITHER IN PERSON OR BYPROXY.

By Order of the Board

Lim Tze Jong

Executive Chairman and CEO

8 September 2016

NOTE: This announcement does not constitute an invitation to participate in the Invitation. No offer or invitation to issue or redeem any securities is being made pursuant to this release. This announcement must be read in conjunction with the Invitation Memorandum. This announcement does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Company or any other entity.