



11 September 2017

Market Announcements Office
ASX Limited
20 Bridge Street
Sydney NSW 2000

By fax: 1300 135 638

Dear Sir/Madam

Proportional takeover bid for Tian An Australia Limited: Bidder's Statement

We act for Oasis Star Limited (**Oasis Star**).

Pursuant to item 5 of subsection 633(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), we enclose the Bidder's Statement in relation to Oasis Star's off-market proportional takeover bid to acquire 80% of each shareholder's shares in Tian An Australia Limited ACN 009 134 114 (**TIA**) that Oasis Star does not own.

For the purposes of sections 633(4)(a) and 641 of the *Corporations Act*, Oasis Star has set 7.00pm (Sydney time) on 11 September 2017 as the time and date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) of the *Corporations Act*. A notice confirming this is enclosed.

The Bidder's Statement has been lodged today with the Australian Securities and Investments Commission and served on TIA.

Yours faithfully

David Blackburn
Partner

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Encl.

This document is important and requires your immediate attention.

You should read this document in its entirety. If you are in any doubt about how to deal with this document, you should contact your broker, financial adviser or legal adviser immediately.

Bidder's Statement

for the Offer by
Oasis Star Limited

to purchase 80% of your shares in
Tian An Australia Limited

ACN 009 134 114

For each Target share, you will receive A\$1.30
(subject to the terms and conditions of the Offer)

The date of this Offer is 13 September 2017 and the Offer will close
at 7.00pm (Sydney time) on 3 November 2017,
unless extended or withdrawn

Legal Adviser


ADDISONS

KEY DATES

Date of this Bidder's Statement	11 September 2017
Date of Offer	13 September 2017
Offer closes (unless extended or withdrawn)	3 November 2017

KEY CONTACTS

Share registrar for the Offer: Computershare Investor Services Pty Limited Level 4, 60 Carrington Street Sydney NSW 2000	Oasis Star Offer Information Line: • 1300 113 236 (within Australia); or • +61 3 9415 4019 (outside Australia), which is available from Monday to Friday between 8.30am and 5.00pm (Sydney time). Calls to this number may be recorded.
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IMPORTANT NOTICES

This Bidder's Statement is issued by Oasis Star Limited, a company incorporated under the laws of British Virgin Islands with registration number 351359 and indirectly wholly owned by Tian An China Investments Company Limited, a company incorporated under the laws of Hong Kong.

This Bidder's Statement is issued under Part 6.5 of the Corporations Act and sets out certain disclosures required by the Corporations Act together with the terms of the Offer to acquire 80% of Your Shares.

This Bidder's Statement is dated 11 September 2017 and includes an Offer dated 13 September 2017 on the terms set out in Appendices 1 and 2 of this Bidder's Statement. A copy of this Bidder's Statement was lodged with ASIC on 11 September 2017. Neither ASIC nor its officers take any responsibility for the content of this Bidder's Statement.

DEFINED TERMS

A number of defined terms are used in this Bidder's Statement. Unless capitalised words are defined in section 9 of this Bidder's Statement, the contrary intention appears, or the context requires otherwise, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

INVESTMENT DECISIONS

This Bidder's Statement does not take into account the individual objectives, financial situation or needs of each Shareholder. Accordingly, before making a decision whether or not to accept the Offer, you may wish to consult with your financial or other professional adviser.

FORWARD LOOKING STATEMENTS

Some of the statements in this Bidder's Statement may be in the nature of forward looking statements, including statements of current intention, statements of opinion and predictions as to possible future events. You should be aware that such statements are either statements of current expectations or predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industry in which the members of the TIA Group or the members of the Oasis Star Group operate as well as general economic conditions, prevailing exchange rates and interest rates and conditions in financial markets. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement.

None of Oasis Star, the officers or employees of Oasis Star, any persons named in this Bidder's Statement or any person involved in the preparation of this Bidder's Statement, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, or any events or results expressed or implied in any forward looking statement, except to the extent required by law. You are cautioned not to place undue reliance on any forward looking statement. The forward looking statements in this Bidder's Statement reflect views held only as at the date of this Bidder's Statement.

TARGET INFORMATION

None of the information relating to TIA in this document has been verified by TIA nor independently verified by Oasis Star. Accordingly, subject to the Corporations Act, Oasis Star does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on TIA should not be considered comprehensive. The Corporations Act requires TIA to provide a Target's statement to Shareholders in response to this Bidder's Statement, setting out certain material information concerning TIA.

FOREIGN JURISDICTIONS

The distribution of this Bidder's Statement in jurisdictions outside Australia may be restricted by law, and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. This Bidder's Statement does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer.

PRIVACY

Oasis Star has collected your information from the TIA Register for the purpose of making this Offer and, if accepted, administering your holding of Shares and your acceptance of the Offer. The type of information Oasis Star has collected about you includes your name, contact details and information on your shareholding in TIA. Without this information, Oasis Star would be hindered in its ability to carry out the Offer. The Corporations Act requires the name and address of shareholders to be held in a public register. Your information may be disclosed on a confidential basis to Oasis Star's Related Bodies Corporate and external service providers, and may be required to be disclosed to regulators such as ASIC. The registered address of Oasis Star is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, VG1110, British Virgin Islands.

LETTER TO SHAREHOLDERS

Dear Shareholder,

I am pleased to present an Offer to acquire 80% of your shares in Tian An Australia Limited ACN 009 134 114 (**TIA**). Oasis Star is offering you an all-cash price of A\$1.30 per Share.

We believe this is a very attractive offer for TIA Shareholders. For example:

- The Offer represents a substantial premium to TIA's historical trading price range, being:
 - a 47.62% premium to TIA's closing price of A\$0.88 on 21 July 2017, being the last trading day before the Announcement Date;
 - a 25.03% premium to TIA's one month volume weighted average share price to 21 July 2017;
 - a 36.74% premium to TIA's three month volume weighted average share price to 21 July 2017; and
 - a 51.8% premium to TIA's six month volume weighted average share price to 21 July 2017.
- Trading volumes in TIA shares are low. As a result, the Offer provides a liquidity opportunity for Shareholders.

As at the date of this letter, Oasis Star has an interest in 35.44% of TIA shares.

Oasis Star is an indirect wholly owned subsidiary of Tian An China Investments Company Limited, a company incorporated under the laws of Hong Kong (**TACI**). TACI is a company listed on the main board of The Stock Exchange of Hong Kong Limited and is a major real estate and investment company concentrating on large-scale developments with a focus on the main cities of Northern, Eastern and Southern China. TACI is engaged principally in the development of apartments, villas, office buildings and commercial properties, property investment and property management on the mainland in China, and property investment and property management in Hong Kong.

Oasis Star is supportive of the board of directors and management team of TIA and their current strategy and has no current intention to make any substantive changes to the operations of TIA. Oasis Star will be supportive of TIA increasing its operations and hiring sufficient properly qualified staff in support of such increases.

As permitted by the Corporations Act, TIA's constitution contains a provision requiring shareholder approval to be obtained to permit a proportional takeover offer to proceed (clause 14.6). As a result, the Offer will not proceed unless TIA Shareholders approve the Offer by ordinary resolution at a general meeting of TIA or they fail to consider such a resolution to approve the Offer by the date that is 14 days before the end of the Offer Period. Oasis Star and any Associates of Oasis Star will not be entitled to vote on the resolution.

TIA Shareholders have an opportunity to ensure that the Offer proceeds by voting in favour of the resolution to approve the Offer at an extraordinary general meeting to be convened by the TIA Board. That meeting is expected to be held at 2:00PM (Sydney time) on Thursday, 19 October 2017. Shareholder approval does not mean that you must accept the Offer. The effect of Shareholder approval is that it would give all TIA Shareholders the opportunity to make a choice to accept or reject the Offer.

Detailed information in respect of the Offer is set out in this Bidder's Statement, which you should read in its entirety. To accept the Offer, please follow the instructions in this Bidder's Statement and on the accompanying Acceptance Form. The Offer is open for you to accept until 7:00pm (Sydney time) on 3 November 2017, unless extended in accordance with the Corporations Act.

Yours faithfully



Tao Tsan Sang
Director, Oasis Star Limited

1. WHY YOU SHOULD ACCEPT THE OFFER

1.1 Highlights

- Oasis Star's all-cash Offer represents a substantial premium to TIA's historical trading price.
- The Offer provides a liquidity opportunity for Shareholders.
- Being a proportional takeover offer, Shareholders will continue to enjoy the benefits of holding TIA Shares.
- Oasis Star's Offer is the only offer currently available for your TIA Shares.
- The Independent TIA Directors unanimously recommend that you accept the Offer in the absence of a superior proposal.

The above is only a high-level summary of the benefits to TIA Shareholders and should be read in conjunction with the detailed information set out elsewhere in this Bidder's Statement, including further information on the benefits of the Offer and the relevant applicable assumptions.

1.2 Details

The Offer provides significant benefits for Shareholders. The key reasons why you should accept Oasis Star's Offer are as follows:

(a) Oasis Star's A\$1.30 all-cash consideration represents a substantial premium to TIA's historical trading price

Oasis Star's Offer is A\$1.30 cash per Share for 80% of your Shares. This represents a substantial premium to TIA's closing price of A\$0.88 on the last trading day before the Announcement Date and the trading range of Shares over the preceding six months.

Specifically, the Offer represents:

- a 47.62% premium to TIA's closing price of A\$0.88 on 21 July 2017, being the last trading day before the Announcement Date;
- a 25.03% premium to TIA's one month volume weighted average share price to 21 July 2017;
- a 36.74% premium to TIA's three month volume weighted average share price to 21 July 2017; and
- a 51.8% premium to TIA's six month volume weighted average share price to 21 July 2017.

(b) The Offer provides a liquidity opportunity for Shareholders

Trading volumes in TIA Shares are low. As a result, the Offer provides a liquidity opportunity for shareholders.

- (c) **Being a proportional takeover offer, Shareholders will continue to enjoy the benefits of holding TIA Shares.**

Given that Oasis Star's Offer is to acquire 80% of Shareholders' Shares, accepting Shareholders will continue to be Shareholders in TIA (except for any Shareholders who may, as a result of accepting the Offer, be left with less than a Marketable Parcel of Shares – see section 1(d) of Appendix 1). Oasis Star is supportive of the board of directors and management team of TIA and their current strategy and has no current intention to make any substantive changes to the operations of TIA. Oasis Star will be supportive of TIA increasing its operations and hiring sufficient properly qualified staff in support of such increases.

On 24 July 2017, TAAI, which is a wholly owned subsidiary of TACI, and which owns the entire share capital of Oasis Star, entered into a Memorandum of Understanding (MOU) with Xiangyu.

The MOU contemplates TAAI and Xiangyu entering into further agreements pursuant to which Xiangyu would acquire 50% of the issued shares in Oasis Star, subject to numerous conditions which are explained in part 5.2(c) of this Bidder's Statement. Those conditions include approval of the acquisition by Shareholders for the purpose of item 7 of section 611 of the Corporations Act.

- (d) **Oasis Star's Offer is the only offer currently available for your TIA Shares**

Oasis Star's Offer is the only offer available for 80% of your Shares. As at the date of this Bidder's Statement, Oasis Star is not aware of any other party intending to make an offer for TIA Shares. Oasis Star considers the fact that Oasis Star holds a Relevant Interest in 35.44% of TIA Shares means that it is unlikely that another offer will be made.

In the absence of the Offer, the opportunity to sell up to 80% of your Shares for a cash price of A\$1.30 per Share is unlikely to arise given the substantial premium being offered by Oasis Star and the limited public market for TIA Shares. Accordingly, Oasis Star's Offer provides a liquidity opportunity at a substantial premium and you will not incur any brokerage costs by accepting the Offer.

- (e) **The Independent TIA Directors unanimously recommend that you accept the Offer in the absence of a superior proposal.**

Oasis Star's Offer has been unanimously recommended by the Independent TIA Directors, with those directors recommending that Shareholders should accept the Offer in the absence of a superior proposal, and on the basis that the Independent Expert has concluded that the Offer is reasonable (but not fair).

2. FEATURES OF THE OFFER

The information in this section 2 is a summary only of the Offer and is qualified by the detailed information set out elsewhere in this Bidder's Statement including Appendices 1 and 2. You should read the entire Bidder's Statement and the Target's statement prepared by TIA, before deciding whether to accept the Offer.

Offer Oasis Star is offering to buy 80% of your Shares on the terms set out in this Bidder's Statement for A\$1.30 cash per Share. However, if your acceptance of the Offer would result in your remaining Shares being less than a Marketable Parcel, the Offer extends to the whole parcel of Your Shares and if you accept the Offer you will be deemed to have accepted for (and will receive consideration for) 100% of Your Shares on the terms set out in section 1(d) of Appendix 1.

The Offer relates to Shares that exist on the date of this Bidder's Statement.

About Oasis Star Oasis Star is incorporated under the laws of British Virgin Islands with registration number 351359 and indirectly wholly owned by TACI, a company incorporated under the laws of Hong Kong.

A major, non-controlling shareholder of TACI is China Elite Holdings Limited, a wholly owned subsidiary of Fine Class Holdings Limited, which is a wholly owned subsidiary of Allied Properties (H.K.) Limited, which is a non-wholly owned subsidiary of Allied Group Limited, which is a company controlled by the Lee and Lee Trust.

Proportional takeover bid The Offer is an off-market proportional takeover bid made in accordance with the Corporations Act. A proportional takeover bid is a takeover bid for a specified proportion of the securities in a class of securities. The Corporations Act requires that the specified proportion must be the same for all holders of securities in the class. The specified proportion for the Offer is 80% of Your Shares.

Closing date The Offer closes at 7:00pm (Sydney time) on 3 November 2017, unless it is extended or withdrawn under the Corporations Act.

Conditions The Offer is subject to the following conditions:

- Minimum acceptance
- Shareholder approval under clause 14.6 of the TIA constitution for a proportional takeover bid
- No regulatory action
- No material adverse change
- No prescribed occurrences
- No persons entitled to exercise or exercising rights under certain agreements or instruments
- No material acquisitions, disposals, changes in the conduct of business or dividends

Full terms of the conditions of the Offer are set out in Appendix 2 of this Bidder's Statement.

Shareholder approval requirement

The board of TIA will convene an extraordinary general meeting of shareholders of TIA, which is expected to be held at 2:00PM (Sydney time) on 19 October 2017. Under clause 14.6 of the TIA constitution, the Offer will not proceed unless Shareholders approve the Offer by ordinary resolution at a general meeting of TIA or they fail to consider such a resolution to approve the Offer by the date that is 14 days before the end of the Offer Period.

Only Shareholders who hold Shares as at 7:00pm (Sydney time) on 13 September 2017 (**Voting Shareholders**) are entitled to vote on the resolution at the meeting of Shareholders. Oasis Star and any Associates of Oasis Star will not be entitled to vote on the resolution.

If Voting Shareholders vote on a resolution to approve the Offer by the date that is 14 days before the end of the Offer Period and do not pass that resolution, under clause 14.6 and the Corporations Act:

- Oasis Star will withdraw the Offer;
- the Offer, if not previously accepted, will automatically become incapable of acceptance;
- any contract resulting from an acceptance of the Offer before the withdrawal will automatically become void; and
- Oasis Star will, as soon as possible after the meeting of Shareholders, return all documents sent to it with the acceptance of the Offer.

Oasis star encourages all Shareholders to **vote in favour** of approval of the Offer at the general meeting to be convened by the TIA Board.

How to accept

CHESs sponsored shareholders

If your Shares are in a CHESs Holding (which will be evidenced by an 'X' appearing next to your holder number on the Acceptance Form), you may accept the Offer by either:

- completing and signing the Acceptance Form enclosed with this booklet and returning it to the address indicated on the form so that it is received by Oasis Star in time for Oasis Star to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period; or
- calling your broker and instructing your broker to accept the Offer on your behalf before the end of the Offer Period,

Issuer sponsored shareholders

If your Shares are held on TIA's issuer sponsored subregister (such holdings will be evidenced by an 'I' appearing next to your holder number on the Acceptance Form), to accept this Offer, you must complete and sign the Acceptance Form enclosed with this Bidder's Statement and return it to the address indicated on the Acceptance Form before the end of the Offer Period.

Participants

If you are a Participant, acceptance of this Offer must be initiated in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.

Full details on how to accept the Offer are set out in section 5 of Appendix 1 of this Bidder's Statement.

Partial acceptance

You may accept the Offer for any proportion of Your Shares up to a maximum of 80% of Your Shares. If you wish to accept the Offer for less than 80% of Your Shares, you must indicate this clearly on the Acceptance Form. If the Acceptance Form does not clearly state the proportion of Your Shares that you wish to accept into the Offer, or the portion you specify is more than your total holding known to Oasis Star, Oasis Star will treat your acceptance as being for 80% of Your Shares.

However, if your acceptance of the Offer would result in your remaining Shares being less than a Marketable Parcel, the Offer extends to the whole parcel of Your Shares and if you accept the Offer you will be deemed to have accepted for (and will receive consideration for) 100% of Your Shares on the terms set out in section 1(d) of Appendix 1.

When you will be paid

Generally, Oasis Star will pay the consideration due to you under the Offer on or before the earlier of:

- one month after you accept this Offer, or one month after all of the conditions of the Offer have been waived or fulfilled (whichever is the later); and
- 21 days after the end of the Offer Period.

Full details of when payments will be made are set out in section 7 of Appendix 1 of this Bidder's Statement.

Brokerage

You will not pay brokerage if you accept the Offer. Any such costs will be borne by Oasis Star.

Selling the remainder of Your Shares on market

If you accept the Offer, you may sell any remaining TIA shares held by you on market after acceptance of the Offer. However, any purchaser of such shares will not be able to accept the Offer in respect of those shares.

There will be special ASX trading arrangements with respect to these remaining shares. In summary:

- purchasers of the remaining shares will not be entitled to accept the Offer and such shares will trade on the ASX on an "ex-Offer" basis; and
 - settlement of trades in "ex-Offer" Shares will be deferred until after the end of the Offer Period.
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Selling Your Shares on market

During the Offer Period, you may sell some or all of Your Shares on market for cash (less brokerage), provided you have not accepted the Offer for those shares. You should contact your broker for information on how to sell your shares on market, and your tax adviser to determine your tax implications of such a sale.

Where you have not accepted the Offer in respect of Your Shares and instead have sold some or all of your shares on market, the purchaser of those shares may accept the Offer. In this circumstance, your Shares will trade on a "cum-Offer" basis and in a normal (T+2) settlement process.

No compulsory acquisition

Oasis Star's maximum potential Relevant Interest in TIA following completion of the Offer is 87.6%. That percentage includes any additional parcels of Shares that Oasis Star may be required to acquire if acceptance of the Offer by any Shareholders would result in those Shareholders having less than a Marketable Parcel, in which case section 1(d) of Appendix 1 will apply and the Offer will be extended to the entire parcels of Shares held by any such Shareholders. However, Oasis Star's maximum Relevant Interest in TIA will be below the compulsory acquisition threshold of 90% and Oasis Star intends to maintain the listing of TIA on the ASX.

Where to go for further information

For queries on how to accept the Offer, see the Acceptance Form or call 1300 113 236 for callers within Australia or +61 3 9415 4019 for callers outside Australia. The information line will be open from Monday to Friday between 8.30am and 5.00pm (Sydney time).

Please note that calls to the above numbers may be recorded. Inquiries in relation to the Offer will not be received on any other telephone numbers of Oasis Star or its advisers.

3. INFORMATION ON OASIS STAR

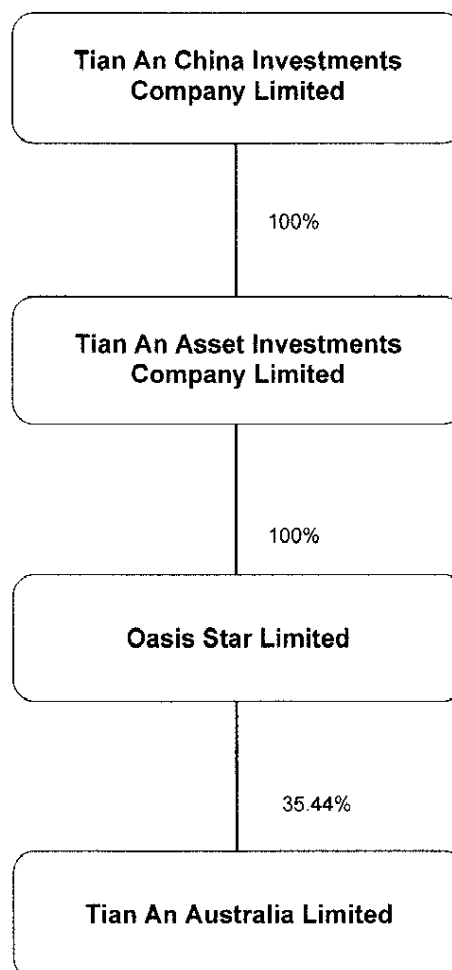
3.1 Overview of Oasis Star and its principal activities

The bidder is Oasis Star. Oasis Star is a 100% indirectly held subsidiary of TACI. As at the date of this Bidder's Statement, Oasis Star does not conduct any activities other than holding its Relevant Interest in TIA.

TACI is a company listed on the main board of The Stock Exchange of Hong Kong Limited and is a major real estate and investment company concentrating on large-scale developments with a focus on the main cities of Northern, Eastern and Southern China. TACI is engaged principally in the development of apartments, villas, office buildings and commercial properties, property investment and property management on the mainland in China, and property investment and property management in Hong Kong.

3.2 Group Structure and ownership

The following is a structure diagram of that part of the TACI group that includes the shareholding in TIA as at the date of this Bidder's Statement.



3.3 Board of Directors of Oasis Star

As at the date of this Bidder's Statement, the directors of Oasis Star are set out below:

Patrick Lee Seng Wei

Ng Qing Hai

Edwin Lo King Yau

Tao Tsan Sang

3.4 Board of Directors of TAAI

As at the date of this Bidder's Statement, the directors of TAAI are set out below:

Ng Qing Hai

Ma Sun

Edwin Lo King Yau

Tao Tsan Sang

3.5 Board of Directors of TACI

As at the date of this Bidder's Statement, the directors of TACI are set out below:

Executive Directors

Song Zengbin, Deputy Chairman

Patrick Lee Seng Wei, Managing Director

Ma Sun, Deputy Managing Director

Edwin Lo King Yau

Tao Tsan Sang

Lee Shu Yin

Non-Executive Directors

Lee Seng Hui, Chairman

Moses Cheng Mo Chi

Independent Non-Executive Directors

Francis J. Chang Chu Fai

Jin Hui Zhi

Ngai Wah Sang

Lisa Yang Lai Sum

3.6 Ownership of TACI

The Securities and Futures Ordinance of Hong Kong requires TACI to keep a register of substantial shareholders in TACI. As at 30 June 2017, the following were substantial shareholders in TACI:

Name of Shareholders	Number of shares and underlying shares interested				Approximate % of the relevant total number of issued shares
	Personal Interests (held as beneficial owner)	Corporate Interests (interest of controlled corporation)	Other Interests	Total Interests	
Allied Properties (H.K.) Limited ("APL")	-	798,269,096 (Note 1)	-	798,269,096 (Note 2)	52.97% (48.66% voting power - Note 1)
Allied Group Limited ("AGL")	-	798,269,096 (Note 3)	-	798,269,096 (Note 2)	52.97% (48.66% voting power - Note 1)
Lee and Lee Trust	-	798,269,096 (Note 4)	-	798,269,096 (Note 2)	52.97% (48.66% voting power - Note 1)
Penta Investment Advisers Limited ("Penta")	-	-	330,131,570 (held as investment manager)	330,131,570 (Note 5)	21.91%
Penta Master Fund, Limited	89,740,440	-	-	89,740,440 (Note 6)	5.96%
Credit Suisse Group AG ("Credit Suisse")	-	154,361,000 (long position) 154,293,000 (short position)	-	154,361,000 (long position) 154,293,000 (short position) (Note 7)	10.24% 10.24%
Vigor Online Offshore Limited ("Vigor Online")	82,173,000	64,597,000	-	146,770,000 (Note 8)	9.74%
China Spirit Limited ("China Spirit")	-	146,770,000	-	146,770,000 (Note 9)	9.74%
Chong Sok Un	-	148,770,000	-	148,770,000 (Note 10)	9.87%
Sun Hung Kai International Commodities Limited ("SHK Commodities")	-	-	82,441,000 (held as holder of securities)	82,441,000 (Note 11)	5.47%
Sun Hung Kai Financial Group Limited ("SHK Financial Group")	-	126,195,000	-	126,195,000 (Note 12)	8.38%

Name of Shareholders	Number of shares and underlying shares interested				Approximate % of the relevant total number of issued shares
	Personal Interests (held as beneficial owner)	Corporate Interests (interest of controlled corporation)	Other Interests	Total Interests	
Everbright Securities Financial Holdings Limited ("Everbright Financial")	-	126,195,000	-	126,195,000 (Note 13)	8.38%
Everbright Securities Company Limited ("Everbright Securities")	-	126,195,000	-	126,195,000 (Note 14)	8.38%
SKK Special Situation Fund ("SKK")	99,420,400	-	-	99,420,400	6.60%
Argyle Street Management Limited ("Argyle Street Management")	-	-	118,252,400 (held as investment manager)	118,252,400 (Note 15)	7.85%
Argyle Street Management Holdings Limited ("Argyle Street Holdings")	-	118,252,400	-	118,252,400 (Note 16)	7.85%
Chan Kin	-	118,252,400	-	118,252,400 (Note 17)	7.85%

Notes:

- The interests include (i) 733,269,096 shares (equating to 48.66% of TACI shares) held by China Elite Holdings Limited ("China Elite"), a wholly-owned subsidiary of Fine Class Holdings Limited which in turn is a wholly-owned subsidiary of APL, which is a non-wholly owned subsidiary of AGL, which is a company controlled by the Lee and Lee Trust; and (ii) 65,000,000 pledged shares (equating to 4.31% of TACI shares) held as holder of securities by Itso Limited, a wholly-owned subsidiary of Shipshape Investments Limited which in turn is a wholly-owned subsidiary of Sun Hung Kai & Co. Limited ("SHK"). APL, through its wholly-owned subsidiaries AP Jade Limited and AP Emerald Limited, owned approximately 56.78% of the total number of issued shares of SHK. APL was therefore deemed to have an interest in the shares in which China Elite and SHK were interested. China Elite cannot exercise voting rights in respect of the 65,000,000 pledged shares. As a result, the voting power in TACI of China Elite, APL, AGL and the Lee and Lee Trust is 48.66%.
- The figure refers to the same interests of APL in 798,269,096 shares.
- AGL owned approximately 74.99% of the total number of issued shares of APL and was therefore deemed to have an interest in the shares in which APL was interested.
- Mr. Lee Seng Hui, a Director, together with Ms. Lee Su Hwei and Mr. Lee Seng Huang are the trustees of Lee and Lee Trust, being a discretionary trust. The Lee and Lee Trust controlled approximately 74.53% of the total number of issued shares of AGL (inclusive of Mr. Lee Seng Hui's personal interests) and was therefore deemed to have an interest in the shares in which AGL was interested.
- These include (i) an interest in 311,576,570 shares; and (ii) an interest in unlisted cash settled derivatives of TACI equivalent to 18,555,000 underlying shares of TACI.
- These duplicated parts of the interests of Penta.

7. The interests include the holding of (i) 154,361,000 shares (long position); and (ii) 154,293,000 shares (short position), of which included unlisted cash settled derivatives of TACI giving rise to the interest in (i) 68,000 underlying shares (long position); and (ii) 17,420,000 underlying shares (short position) of TACI.
8. Based on the information provided by Vigor Online, the interests include the holding of (i) 82,173,000 shares (held as beneficial owner); and (ii) 64,597,000 shares (held by controlled corporation) as at 30th June, 2017.
9. China Spirit owned the entire issued share capital of Vigor Online and was therefore deemed to have an interest in the shares in which Vigor Online was interested.
10. Ms. Chong Sok Un owned the entire issued share capital of China Spirit and was therefore deemed to have an interest in the shares in which China Spirit was interested.
11. Based on the information provided by SHK Commodities, SHK Commodities was interested in 82,441,000 shares as at 30th June, 2017.
12. The interests include (i) 43,754,000 shares held by Sun Hung Kai Structured Products Limited, a wholly-owned subsidiary of Sun Hung Kai Financial Limited ("SHK Financial"); and (ii) 82,441,000 shares held by SHK Commodities, a wholly-owned subsidiary of Sun Hung Kai Bullion Company Limited which in turn is a wholly-owned subsidiary of SHK Financial, both held as holders of securities. As SHK Financial is a wholly-owned subsidiary of SHK Financial Group, SHK Financial Group was therefore deemed to have an interest in the shares in which SHK Financial was interested.
13. Everbright Financial owned 70% interests of the total number of issued shares of SHK Financial Group and was therefore deemed to have an interest in the shares in which SHK Financial Group was interested.
14. Everbright Securities owned the entire issued shares of Everbright Financial and was therefore deemed to have an interest in the shares in which Everbright Financial was interested.
15. Argyle Street Management owned the entire issued share capital of SKK and was therefore deemed to have an interest in the shares in which SKK was interested. Based on the information provided by Argyle Street Management, Argyle Street Management was interested in 118,252,400 shares as at 30th June, 2017.
16. Argyle Street Holdings owned the entire issued share capital of Argyle Street Management and was therefore deemed to have an interest in the shares in which Argyle Street Management was interested. Based on the information provided by Argyle Street Management, Argyle Street Management was interested in 118,252,400 shares as at 30th June, 2017 and therefore Argyle Street Holdings was deemed to have an interest in the 118,252,400 shares in which Argyle Street Management was interested.
17. Mr. Chan Kin owned approximately 50.94% interests in the issued share capital of Argyle Street Holdings and was therefore deemed to have an interest in the shares in which Argyle Street Holdings was interested. Based on the information provided by Argyle Street Management, Argyle Street Management was interested in 118,252,400 shares as at 30th June, 2017 and therefore Mr. Chan Kin was deemed to have an interest in the 118,252,400 shares in which Argyle Street Holdings, through Argyle Street Management, was interested.
18. Save for the short positions of Credit Suisse, all interests stated above as at 30th June, 2017 represent long positions as recorded in the register required to be kept under Section 336 of the SFO.

3.7 Further information

TACI is listed on The Stock Exchange of Hong Kong Limited (HKEx) and as such is subject to regular reporting and disclosure obligations.

HKEx maintains files containing publicly disclosed information about all listed companies, which are accessible at www.hkex.com.hk.

Further information about TACI is available in electronic form from its website, www.tiananchina.com.

4. INFORMATION ON TIA AND THE SHARES

4.1 Overview of TIA and its principal activities

TIA is a company incorporated in Australia and is listed on the ASX (ASX Code: TIA).

TIA operates in New South Wales, Victoria, Queensland and Western Australia and its registered office is at Level 5, Transport House, 99 Macquarie Street, Sydney, NSW.

The principal activity of the TIA Group during the period was the development and sale of residential land and built-form products. TIA has interests in developments on the east coast of Australia and developments in the Mandurah/Peel Region of Western Australia.

(a) Villa Site (Port Bouvard, Western Australia)

Villa Site is located within the resort precinct of the Port Bouvard Southport Residential Estate. Located south of the Dawesville Channel, the property is approximately 10 kilometres south of the Mandurah town centre and 75 kilometres south of the Perth CBD. The property has an area of 4,434 square metres.

TIA is in the process of selling the site.

(b) Oceanique (Port Bouvard, Western Australia)

Oceanique comprises an upmarket apartment development constructed over eight levels in two towers (north and south towers), with a four-level structure located between and adjoining the southern tower.

There were four Oceanique apartments available for sale as at 30 June 2017.

(c) Point Grey (Point Grey, Western Australia)

Point Grey is located on the only elevated peninsula setting on the eastern shores of the Peel Inlet and the Harvey Estuary in the Shire of Murray, Western Australia. Geographically, Point Grey is situated approximately 20 kilometres west of the Pinjarra town site, and approximately 12 kilometres south-east of the Mandurah city centre.

The TIA Group acquired approximately 275 hectares of land at Point Grey in 2006 and has subsequently obtained Commonwealth and State Government approvals to develop the site into a residential village incorporating a marina.

(d) The Milton (Milton, Queensland)

In December 2013, the TIA Group invested in The Milton apartment project. The site is located within the suburb of Milton, only two kilometres from the Brisbane CBD and directly adjacent to the Milton railway station.

The TIA Group has entered into the joint venture with the owners and the developer of the land. The developer is FKP Commercial Developments Pty Limited (a wholly owned subsidiary of Aveo Group).

The Milton is a 30-storey mixed-use tower, comprising 300 residential units, together with 1,121 sqm of retail and 1,150 sqm of commercial premises.

Construction has completed with all residential units settled to date. The retail/commercial space is currently in the process of being leased in preparation for sale. The Milton has an end value of approximately \$215,000,000. As at 30 June 2017, TIA has received \$32,850,000 with the remaining proceeds expected in the second half of 2017 once the remaining retail/commercial space have been sold.

(e) **SeaSpray (Point Cook, Victoria)**

In December 2013, the TIA Group invested in the SeaSpray residential land subdivision. The site is located within the suburb of Point Cook, 19 kilometres from the Melbourne CBD.

The TIA Group has entered into the joint venture with the owners of the land. The owner is FKP Residential Developments Pty Limited (a wholly owned subsidiary of Aveo Group).

SeaSpray is a subdivision which upon completion will comprise 247 residential lots developed in eight stages, together with local roads, public open space and wetlands.

SeaSpray has a total end value of approximately \$58,000,000. As at 30 June 2017, approximately 83% of the lots have settled with the majority of the remaining lots being unconditionally exchanged. The project is due to be completed in 2017.

4.2 Future developments, prospects and business strategies

The TIA Group recently completed the purchase of a commercial property in Enfield, New South Wales for \$35,000,000. The TIA Group intends to redevelop this site into residential accommodation.

The TIA Group will continue to focus its strategy of diversifying the TIA Group's residential development sites along the east coast of Australia, within inner metropolitan and city locations, close to established infrastructure.

The TIA Group will also aim to sell the remaining four Oceanique apartments and the Villa site, and assess its options in respect of Point Grey now that all Commonwealth and State Government approvals have been obtained.

4.3 TIA Group Structure

TIA wholly owns the following Subsidiaries:

- CP Development Pty Limited
- Wannunup Development Nominees Pty Limited
- Point Grey Development Company Pty Limited
- PBD Estate No 2 Pty Limited
- PBD Realty Pty Limited
- Peel Water Pty Limited
- PBD (The Milton) Pty Limited
- PBD (Yang Land) Pty Limited
- PBD Funds Management Pty Limited
- PBD (Charles St) Pty Limited

4.4 Board of directors of TIA

As at the date of this Bidder's Statement, the directors of TIA are set out below:

Arthur Dew, Chair

Cerena Fu, Independent Non-Executive Director

Marcus Seow, Independent Non-Executive Director

Mark Wong, Alternate Director to Arthur Dew

Mr. Arthur Dew is also the chairman and a non-executive director of each of Allied Group Limited, Allied Properties (H.K.) Limited, APAC Resources Limited and Dragon Mining Limited, and a non-executive director of each of SHK Hong Kong Industries Limited and Tanami Gold NL. Dragon Mining Limited and Tanami Gold NL are companies listed on the Australian Securities Exchange.

4.5 Further information about TIA

Further information about TIA, including annual reports, corporate governance statements and a copy of the constitution of TIA, can be found at its website, www.tianan.com.au.

4.6 Information about TIA Shares

(a) Capital structure

According to documents provided by TIA to the ASX, as at the date of this Bidder's Statement, TIA has 86,608,830 Shares on issue.

TIA does not have any other securities on issue.

(b) Substantial shareholders

As at the date of this Bidder's Statement, based on information disclosed to ASX, the following persons were substantial holders of Shares.

Substantial holder	Relevant interest in number of Shares	Voting Power
TACI (and its Associates (including Oasis Star))	30,693,124	35.44%
China Elite Holdings Limited (and its Associates) ¹	30,693,124	35.44%
Xiangyu (and its Associates) ²	-	35.44%
China Medical & HealthCare Group Limited (and its Associates) ³	13,839,643	15.98%
Many Merit Asia Limited (and its Associates)	12,900,000	14.89%
Katong Assets Limited (and its Associates)	9,217,329	10.64%
Ahead Capital Limited (and its Associates)	7,567,063	8.74%
Heritage Riches Limited (and its Associates)	5,793,889	7.08%

¹ China Elite Holdings Limited and its parent companies (including Fine Class Holdings Limited, Allied Properties (H.K.) Limited, Allied Group Limited and the Lee and Lee Trust) have the same relevant interest in Shares, and the same voting power, as TACI by virtue of its shareholding in TACI being greater than 20% (but less than 50%). See substantial shareholder notice lodged with the ASX on 2 August 2017.

² Xiangyu and its Associates have the same implied voting power in TIA as Oasis Star, on the basis that Xiangyu and its Associates may be regarded as being associated with Oasis Star as a result of entry into the MOU by Xiangyu. See substantial shareholder notice lodged with the ASX on 25 July 2017.

³ Whilst Future Rise Investments Limited, a wholly owned subsidiary of China Medical & HealthCare Group Limited, sold 9,500,000 Shares on market, those Shares remain the subject of a charge in favour of Future Rise Investments Limited, and accordingly, China Medical & HealthCare Group Limited and its Associates continue to have a relevant interest in those Shares. See substantial shareholder notice lodged with the ASX on 24 July 2017.

(c) Oasis Star's interests in Shares

As at the date of this Bidder's Statement and as at the date of the Offer:

- (i) Oasis Star's Voting Power in TIA was 35.44%; and
- (ii) Oasis Star had a Relevant Interest in 30,693,124 Shares.

(d) Acquisition of Shares by Oasis Star and its Associates

Oasis Star and its Associates have provided consideration for Shares during the 4 months before the commencement of the Offer Period by way of on-market purchases. In all cases the consideration was in the form of cash sums. The amount per Share of those cash sums is set out in the following table. The Offer price of A\$1.30 per Share exceeds the maximum consideration provided by Oasis Star and its Associates per Share in the 4 months before the commencement of the Offer Period.

Date	Number of Shares	Price per Share	Resultant balance of Shares	Percentage of class	Consideration (AUD)
Shareholding at 28/2/2017	28,429,547		28,429,547	32.83%	
8/03/2017	24,650	\$0.654929	28,454,197	32.85%	16,144.00
14/03/2017	10,081	\$0.700000	28,464,278	32.87%	7,056.70
15/03/2017	230,824	\$0.700000	28,695,102	33.13%	161,576.80
17/03/2017	175	\$0.700000	28,695,277	33.13%	122.50
20/03/2017	290	\$0.700000	28,695,567	33.13%	203.00
22/03/2017	65,746	\$0.703500	28,761,313	33.21%	46,252.31
23/03/2017	111,115	\$0.720000	28,872,428	33.34%	80,002.80
27/03/2017	28,744	\$0.750000	28,901,172	33.37%	21,558.00
3/04/2017	35,163	\$0.795500	28,936,335	33.41%	27,972.17
4/04/2017	14,110	\$0.800000	28,950,445	33.43%	11,288.00
10/04/2017	54,407	\$0.800000	29,004,852	33.49%	43,525.60

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Date	Number of Shares	Price per Share	Resultant balance of Shares	Percentage of class	Consideration (AUD)
11/04/2017	29,228	\$0.800000	29,034,080	33.52%	23,382.40
12/04/2017	6,000	\$0.800000	29,040,080	33.53%	4,800.00
13/04/2017	40,000	\$0.847800	29,080,080	33.58%	33,912.00
18/04/2017	11,835	\$0.850000	29,091,915	33.59%	10,059.75
19/04/2017	5,000	\$0.850000	29,096,915	33.60%	4,250.00
20/04/2017	20,149	\$0.850000	29,117,064	33.62%	17,126.65
21/04/2017	26,039	\$0.850000	29,143,103	33.65%	22,133.15
24/04/2017	520	\$0.859200	29,143,623	33.65%	446.78
26/04/2017	16,376	\$0.873000	29,159,999	33.67%	14,296.25
27/04/2017	426	\$0.890000	29,160,425	33.67%	379.14
28/04/2017	175	\$0.900000	29,160,600	33.67%	157.50
1/05/2017	9,100	\$0.910000	29,169,700	33.68%	8,281.00
2/05/2017	11,372	\$0.929000	29,181,072	33.69%	10,564.59
3/05/2017	5,429	\$0.940000	29,186,501	33.70%	5,103.26
4/05/2017	34,597	\$0.944300	29,221,098	33.74%	32,669.95
5/05/2017	2,794	\$0.945000	29,223,892	33.74%	2,640.33
8/05/2017	31,808	\$0.945000	29,255,700	33.78%	30,058.56
9/05/2017	587,443	\$0.945000	29,843,143	34.46%	555,133.64
29/05/2017	8,879	\$0.800000	29,852,022	34.47%	7,103.20
30/05/2017	8,512	\$0.820000	29,860,534	34.48%	6,979.84
31/05/2017	16,796	\$0.820000	29,877,330	34.50%	13,772.72
1/06/2017	10,713	\$0.826500	29,888,043	34.51%	8,854.29
2/06/2017	10,659	\$0.860000	29,898,702	34.52%	9,166.74
5/06/2017	1,900	\$0.900000	29,900,602	34.52%	1,710.00
6/06/2017	304,580	\$0.939000	30,205,182	34.88%	286,000.62
7/06/2017	200,000	\$0.935000	30,405,182	35.11%	187,000.00
8/06/2017	6,341	\$0.935000	30,411,523	35.11%	5,928.84
9/06/2017	6,348	\$0.950000	30,417,871	35.12%	6,030.60
13/06/2017	36,771	\$1.000000	30,454,642	35.16%	36,771.00
14/06/2017	7,935	\$1.000000	30,462,577	35.17%	7,935.00
15/06/2017	190	\$1.000000	30,462,767	35.17%	190.00
19/06/2017	9,001	\$1.000000	30,471,768	35.18%	9,001.00
20/06/2017	1,750	\$1.000000	30,473,518	35.19%	1,750.00
21/06/2017	65,822	\$1.009969	30,539,340	35.26%	66,478.18
22/06/2017	15,092	\$1.016626	30,554,432	35.28%	15,342.92
23/06/2017	17,295	\$1.020000	30,571,727	35.30%	17,640.90
26/06/2017	33,455	\$1.020000	30,605,182	35.34%	34,124.10
27/06/2017	16,924	\$1.029693	30,622,106	35.36%	17,426.52
28/06/2017	11,728	\$1.039062	30,633,834	35.37%	12,186.12
29/06/2017	15,070	\$1.044662	30,648,904	35.39%	15,743.06
30/06/2017	270	\$1.050000	30,649,174	35.39%	283.50
3/07/2017	10,450	\$1.078708	30,659,624	35.40%	11,272.50

Date	Number of Shares	Price per Share	Resultant balance of Shares	Percentage of class	Consideration (AUD)
5/07/2017	5,500	\$1.080000	30,665,124	35.41%	5,940.00
10/07/2017	20,035	\$1.100000	30,685,159	35.43%	22,038.50
11/07/2017	4,965	\$1.100000	30,690,124	35.44%	5,461.50
12/07/2017	3,000	\$1.100000	30,693,124	35.44%	3,300.00
Total:		Average¹:		% increase:	Total:
2,263,577		\$0.886441		2.613%	2,006,528.48

¹ Total consideration divided by Total number of Shares

(e) Pre-offer benefits

During the period of four months before the date of this Bidder's Statement, neither Oasis Star nor any Associate of Oasis Star gave, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an associate of the other person, to:

- (i) accept the Offer; or
- (ii) dispose of Shares,

and which is not offered to all Shareholders under the Offer.

(f) No escalation agreement

Neither Oasis Star nor any Associate of Oasis Star has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

4.7 Finance facility

TIA has an unsecured revolving loan facility of \$22 million with AP Finance Limited (**AP Facility**). The AP Facility has a repayment date of 25 September 2018 for general working capital purposes. The interest rate is 4 percent per annum and an annual non-refundable facility fee of \$5,000. The AP Facility is currently undrawn.

AP Finance Limited is a company incorporated in the Hong Kong Special Administrative Region of the People's Republic of China (Hong Kong) with limited liability. It is a registered money lender holding a money lender's licence under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and is principally engaged in the business of money lending services.

AP Finance is an indirect wholly-owned subsidiary of Allied Properties (H.K.) Limited. Allied Properties is a company incorporated in Hong Kong with limited liability, the shares of which are listed on the main board of The Stock Exchange of Hong Kong Limited. Allied Properties (H.K.) Limited is a non-wholly owned subsidiary of Allied Group Limited, a company which is controlled by the Lee & Lee Trust.

Allied Properties (H.K.) Limited is an indirect major non-controlling shareholder in Oasis Star.

4.8 Publicly available information about TIA

TIA is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, TIA is subject to the listing rules of ASX which require continuous disclosure of any information TIA has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities.

ASX maintains files containing publicly disclosed information about all listed companies. TIA's file is available for inspection at ASX during normal business hours.

In addition, TIA is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by TIA may be obtained from, or inspected at, an ASIC office.

Further information about TIA is available in electronic form from its website, www.tianan.com.au.

5. INTENTIONS IN RELATION TO TIA

5.1 Introduction

The intentions of Oasis Star in this Bidder's Statement have been formed on the basis of facts and information concerning TIA and the general economic and business environment which were known to Oasis Star at the time this Bidder's Statement was prepared. Final decisions will only be made by Oasis Star in light of material information and circumstances at the relevant time. Accordingly, all of the statements set out in this section 5 and other statements of intention in this Bidder's Statement are statements of current intention only and may vary as new information becomes available or as circumstances change.

5.2 Intentions

The Offer is conditional on Oasis Star acquiring a Relevant Interest in at least 50.1% of the Shares. Given that the Offer is a proportional takeover offer for 80% of Shareholders' Shares, Oasis Star's maximum potential Relevant Interest in TIA following completion of the Offer is 87.6%. That percentage includes any additional parcels of Shares that Oasis Star may be required to acquire if acceptance of the Offer by any Shareholders would result in those Shareholders having less than a Marketable Parcel, in which case section 1(d) of Appendix 1 will apply and the Offer will be extended to the entire parcels of Shares held by any such Shareholders.

The intentions of Oasis Star are as set out below.

(a) ASX Listing

Oasis Star intends to maintain the listing of TIA on the ASX.

(b) Strategy

Oasis Star is supportive of the board of directors and management team of TIA and their current strategy and has no current intention to make any substantive changes to the operations of TIA. However, if the bid proceeds, Oasis Star intends to appoint additional directors to reflect the acquisition of control by Oasis Star.

Oasis Star will be supportive of TIA increasing its operations and hiring sufficient properly qualified staff in support of such increases.

(c) Potential sale of 50% of Oasis Star

On 24 July 2017, TAAI, which is a wholly owned subsidiary of TACI, and which owns the entire share capital of Oasis Star, entered into a Memorandum of Understanding (MOU) with Xiangyu.

The MOU contemplates TAAI and Xiangyu entering into further agreements (**Definitive Agreements**) pursuant to which Xiangyu, would acquire 50% of the issued shares in Oasis Star, subject to various conditions. Those conditions include:

- (i) approval of the acquisition by Shareholders for the purpose of item 7 of section 611 of the Corporations Act;
- (ii) the approval of ASX (if required);
- (iii) the approval of the Stock Exchange of Hong Kong Limited (if required);
- (iv) the approval of the Australian Foreign Investment Review Board (if required);

- (v) the approval of the relevant government authorities in the People's Republic of China;
- (vi) the approval of any other necessary government and/or regulatory bodies;
- (vii) the approval of the board of directors of TAAI;
- (viii) the approval of the board of directors of Xiangyu; and
- (ix) Xiangyu conducting due diligence in respect of Oasis Star and TIA, the results of which it considers to be satisfactory.

According to the MOU, the consideration payable by Xiangyu to TAAI would be the aggregate of:

- (i) 50% of the value of all issued shares in TIA held by Oasis Star following completion of the Offer (on the basis that the value of each Share would be taken to be \$1.30, being the Offer price) but subject to the maximum of the audited net asset value per share in TIA as at the to be determined reference date; and
- (ii) an interest charge of 6% per annum accrued on 50% of the total amount expended by TIA and/or Oasis Star in completing the Offer during the period commencing from the full payment of the consideration by Oasis Star under the Offer until the date of payment by Xiangyu to TAAI.

In addition, Xiangyu would reimburse TAAI for its proportionate costs in conducting and completing the Offer and associated costs.

As the Definitive Agreements have not been entered into, the exact date for the completion of the proposed acquisition by Xiangyu is not known. However, it is not expected that such Definitive Agreements will be completed before the completion of the Offer.

Information about Xiangyu is included below.

5.3 About Xiangyu

Xiangyu is the real estate arm and a wholly-owned subsidiary under Xiamen Xiangyu Group Corporation (**Xiangyu Group**) and has operations in Shanghai, Jiangsu, Fujian, Chongqing, Hunan and other areas in China.

Founded on 28 November 1995, Xiangyu Group is a wholly state-owned enterprise with its headquarters in Xiamen, China. It has over 200 investment companies, 160 wholly-owned companies and investment holding companies as well as 7,000 employees.

Xiangyu Group engages in industrial and residential real estate, trading, logistics and financial services and investment.

6. FUNDING

6.1 Overview

The maximum amount that Oasis Star would be required to pay to Shareholders under the Offer if it acquired all of the Shares which are the subject of the Offer would be approximately A\$59 million (**Maximum Cash Consideration**). The Maximum Cash Consideration includes any additional parcels of Shares that Oasis Star may be required to acquire if acceptance of the Offer by any Shareholders would result in those Shareholders having less than a Marketable Parcel, in which case section 1(d) of Appendix 1 will apply and the Offer will be extended to the entire parcels of Shares held by any such Shareholders.

6.2 Funding

(a) Source of funding

Oasis Star will fund the Maximum Cash Consideration from cash on hand and credit facilities available to it through TACI.

(b) Oasis Star's internal funding arrangements

TACI has agreed to provide Oasis Star with all amounts Oasis Star requires to pay the Maximum Cash Consideration, as well as any associated transaction costs incurred by Oasis Star.

(c) TACI's funding arrangements

The funds required by TACI to provide to Oasis Star to pay the Maximum Cash Consideration and any associated transaction costs will be obtained from TACI's existing cash on hand.

In aggregate, the amount of funds available from TACI's cash on hand materially exceeds the Maximum Cash Consideration and all associated transaction costs.

(d) Payment of cash consideration

Having regard to the matters set out above, Oasis Star is of the opinion that it has a reasonable basis for forming, and it holds, the view that it will be able to pay the Maximum Cash Consideration required for the acquisition of TIA Shares pursuant to the Offer.

(e) Offer not subject to financing conditions

The Offer is not subject to any financing conditions.

7. TAX CONSIDERATIONS

7.1 Introduction

The following is a general description of the Australian income tax, GST and stamp duty consequences to Shareholders of the acceptance of the Offer. The information in this section is not tax advice on which Shareholders can rely and does not take into account individual circumstances of Shareholders. The comments set out below are relevant only to those Shareholders who hold their Shares as capital assets for the purpose of investment. In particular, the information below does not apply to Shareholders who:

- are in the business of trading or dealing in securities, or otherwise hold their Shares on revenue account or as trading stock;
- acquired their Shares as the result of an employee share plan or employee share option plan; or
- are non-resident shareholders who currently hold, or have held at any time, the Shares through a permanent establishment in Australia.

The following description is based upon the Australian law and administrative practice in effect at the date of this Bidder's Statement, but it is general in nature and is not intended to be an authoritative or complete statement of the laws applicable to the particular circumstances of every Shareholder. Shareholders should seek independent professional advice in relation to their own particular circumstances.

7.2 Australian resident Shareholders

(a) Disposal of Shares

Shareholders who dispose of their Shares under the Offer will receive consideration in the form of cash. The disposal of Shares will trigger a CGT event for Shareholders, which may give rise to a capital gain or capital loss.

A Shareholder will make a capital gain if the capital proceeds received in return for their Shares exceed the cost base of their Shares. Conversely, a Shareholder will make a capital loss if the capital proceeds received in return for their Shares are less than the cost base for their Shares.

The capital proceeds of the CGT event will be the consideration price per Share payable under the Offer received by the Shareholder in respect of the disposal of the Shares. The cost base and reduced cost base of the Shares should generally include their cost of acquisition and any incidental costs of acquisition and disposal that are not deductible to the Shareholder.

Capital gains and capital losses of a taxpayer in a year of income are aggregated to determine whether there is a net capital gain. Any net capital gain is included in assessable income and is subject to income tax. Capital losses may not be deducted against other income for income tax purposes, but may be carried forward to offset against future capital gains subject to the satisfaction of certain loss recoupment tests where applicable.

(b) CGT discount

Individuals, complying superannuation entities or trustees that have held Shares for at least 12 months but do not index the cost base of the Shares may be entitled to discount the amount of the capital gain (after application of capital losses) from the disposal of Shares by 50% in the case of individuals and trusts or by 33% for complying superannuation entities. Shareholders that are companies are not eligible for the CGT discount.

7.3 Non-resident Shareholders

Any Shareholders that are not a resident of Australia for income tax purposes should generally not have to pay Australian income tax on any capital gain arising on the disposal of their Shares, unless both of the following requirements are satisfied:

- the Shareholder (and any associates) owned at least 10% of the total issued Shares either at the time the Shares were disposed of or for at least 12 months during the 24 months immediately before the Shares were sold; and
- 50% or more of the value of TIA is represented by real property in Australia, including direct and indirect interests in Australian land (including leases and mining rights).

7.4 Goods and Services Tax

Shareholders should not be liable to GST in respect of the acceptance of the Offer. Shareholders should seek their own advice to determine whether any GST incurred on costs in relation to the sale of their Shares is recoverable.

7.5 Stamp duty

Shareholders will not be subject to stamp duty impost on the acceptance of the Offer.

8. OTHER MATERIAL INFORMATION

8.1 Date for determining holders of Shares

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) is the Register Date.

8.2 Shareholder approval requirement

Under clause 14.6 of the TIA constitution, the Offer will not proceed unless Shareholders approve the Offer by ordinary resolution at a general meeting of TIA or they fail to consider such a resolution to approve the Offer by the date that is 14 days before the end of the Offer Period.

Only Shareholders who hold Shares as at 7:00pm (Sydney time) on 13 September 2017 (**Voting Shareholders**) are entitled to vote on the resolution at the meeting of Shareholders. Oasis Star and any Associates of Oasis Star will not be entitled to vote on the resolution.

If Voting Shareholders vote on a resolution to approve the Offer by the date that is 14 days before the end of the Offer Period and do not pass that resolution, under clause 14.6 and the Corporations Act:

- Oasis Star will withdraw the Offer;
- the Offer, if not previously accepted, will automatically become incapable of acceptance;
- any contract resulting from an acceptance of the Offer before the withdrawal will automatically become void; and
- Oasis Star will, as soon as possible after the meeting of Shareholders, return all documents sent to it with the acceptance of the Offer.

Oasis star encourages all Voting Shareholders to **vote in favour** of approval of the Offer at the general meeting to be convened by the TIA Board.

8.3 Consents to be named

This Bidder's Statement contains statements made by, or statements said to be based on statements made by Oasis Star. Oasis Star has consented to the inclusion of each statement it has made, and each statement which is said to be based on a statement it has made, in the form and context in which the statements appear and Oasis Star has not withdrawn that consent as at the date of this Bidder's Statement.

Each of TACI, TAAI, Addisons and Computershare Investor Services Pty Limited has given, and not withdrawn before the lodgement of this Bidder's Statement with ASIC, its written consent to be named in this Bidder's Statement in the form and context in which it is so named. None of TACI, TAAI, Addisons or Computershare Investor Services Pty Limited has caused or authorised the issue of this Bidder's Statement, makes or purports to make any statement in this Bidder's Statement or any statement on which a statement in this Bidder's Statement is based or takes any responsibility for any part of this Bidder's Statement other than any reference to its name and any statement in respect of which that party has consented to the statement being included. To the maximum extent permitted by law, each of TACI, TAAI, Addisons and Computershare Investor Services Pty Limited specifically disclaims responsibility for any statement included in this Bidder's Statement other than references to its name and any statement in respect of which that party has consented to the statement being included.

This Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or given to ASX. Under the terms of ASIC Class Order 13/521, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Bidder's Statement. If you would like to receive a copy of any of those documents, or the relevant parts of the documents containing the statement, free of charge, during the Bid Period, please call 1300 113 236 for callers within Australia or +61 3 9415 4019 for callers outside Australia. The information line will be open from Monday to Friday between 8.30am and 5.00pm (Sydney time). Calls to this number may be recorded.

In addition, as permitted by *ASIC Corporations (Consents to Statements) Instrument 2016/72*, this Bidder's Statement may include or be accompanied by certain statements:

- fairly representing a statement by an official person; or
- from a public official document or a published book, journal or comparable publication.

8.4 Other material information

Except as disclosed elsewhere in this Bidder's Statement, there is no other material information that is:

- material to the making of a decision by a Shareholder whether or not to accept the Offer; and
- known to Oasis Star, which has not previously been disclosed to Shareholders.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this Bidder's Statement and in the Acceptance Form unless the context otherwise appears, the following terms have the meanings shown below:

Acceptance Form means the acceptance and transfer form enclosed with this Bidder's Statement.

Announcement Date means the date of the announcement of the Offer, being 24 July 2017.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12(2) of the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement which govern the administration of CHESS.

Bidder's Statement means this document, being the statement of Oasis Star under Part 6.5 Division 2 of the Corporations Act relating to the Offer.

Bid Period has the meaning given in section 9 of the Corporations Act.

Business Day means a day on which banks are open for business in Sydney, excluding a Saturday, Sunday or public holiday in Sydney, and the ASX is open for trading.

CGT means capital gains tax.

CHESS means Clearing House Electronic Sub-register System established and operated by ASX Settlement for the clearing, settlement, transfer and registration of approved securities.

CHESS Holding means a holding of Shares on the TIA Register administered by ASX Settlement which records uncertificated holdings of Shares.

Control has the meaning given in section 50AA of the Corporations Act.

Controlling Participant in relation to Your Shares, has the same meaning as in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

Deal means to:

- (a) sell, assign, transfer, declare a trust over or otherwise dispose of;
- (b) agree or offer to sell, assign, transfer or otherwise dispose of;
- (c) enter into or agree to enter into any option which, if exercised, enables or requires the person to sell, assign, transfer, declare a trust over or otherwise dispose of;

- (d) enter into any derivative or synthetic agreement, deed or other arrangement under which payments may be made that are referable (in whole or part) to the trading price, or the economic value, of the relevant shares;
- (e) create or agree or offer to create or permit to be created any interest or encumbrance;
- (f) vote or agree to vote the relevant shares in favour of a competing proposal; or
- (g) agree to do any of the above.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset, including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, any agreement to grant or create any of the above and also includes a "security interest" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth).

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Act or otherwise on a supply.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

HIN has the meaning given in the ASX Settlement Operating Rules.

Listing Rules means the Listing Rules of ASX.

Marketable Parcel means a parcel of Shares with a value of not less than \$500 based on the "cum-Offer" ASX closing price of Shares on the date that is the most recent trading day before the relevant acceptance of the Offer is received.

Maximum Cash Consideration has the meaning given in section 6.1.

Oasis Star means Oasis Star Limited, which is the bidder and which is further described in Part 3 of this Bidder's Statement.

Oasis Star Board means the board of directors of Oasis Star.

Oasis Star Director means a director of Oasis Star.

Oasis Star Group means Oasis Star and each of its Subsidiaries.

Offer means the offer for Shares under the terms and conditions contained in Appendix 1 and Appendix 2 of the Bidder's Statement.

Offer Period means the period during which the Offer will remain open for acceptance in accordance with section 4 of Appendix 1 of this Bidder's Statement.

Participant means an entity admitted to participate in the Clearing House Electronic Sub-register System under Rule 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.

Public Authority means any government or any governmental, semi-governmental, statutory or judicial entity, agency or authority, whether in Australia, or elsewhere, including any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions, and the ASX or any other stock exchange.

Register Date means the date to be set by Oasis Star under section 633(2) of the Corporations Act, being 11 September 2017.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Rights means all accreditations, rights or benefits of whatever kind attaching to or arising from the Shares directly or indirectly on or after the Announcement Date including, but not limited to, all dividends or other distributions and all rights to receive them or rights to receive or subscribe for shares, notes, bonds, options or other securities declared, paid or issued by TIA or any of its Subsidiaries.

Sale Shares means the parcel of Your Shares in respect of which you have accepted the Offer.

SRN has the same meaning as 'Security Holder Reference Number' in the ASX Settlement Operating Rules.

Share means a fully paid ordinary share in the capital of TIA.

Shareholder means a registered holder of Shares.

Subsidiary has the meaning given in section 9 of the Corporations Act.

TAAI means Tian An Asset Investments Company Limited, as further described in Part 3 of this Bidder's Statement.

TACI means Tian An China Investments Company Limited, as further described in Part 3 of this Bidder's Statement.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

TIA means Tian An Australia Limited (ACN 009 134 114).

TIA Board means the board of directors of TIA.

TIA Director means a director of TIA.

TIA Group means TIA and each of its Subsidiaries.

TIA Register means the register of members of TIA maintained by or on behalf of TIA in accordance with section 168(1) of the Corporations Act.

Voting Power has the meaning set out in section 610 of the Corporations Act.

Xiangyu means Xiangyu Real Estate Group Company Ltd, as further described in Part 5 of this Bidder's Statement.

Your Shares subject to sections 1(d) and 2(b) of Appendix 1, the Shares (a) in respect of which you are registered as holder in the TIA Register at 7:00 pm (Sydney time) on the Register Date, or (b) to which you are able to give good title at the time you accept this Offer during the Offer Period.

9.2 Interpretation


In this Bidder's Statement and in the Acceptance Form, unless the context otherwise appears:

- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (e) a reference to a clause, attachment and schedule is a reference to a clause of and an attachment and schedule to this Bidder's Statement as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances, or by-laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this Bidder's Statement;
- (h) a reference to time is a reference to time in Sydney, Australia;
- (i) a reference to writing includes facsimile transmissions; and
- (j) a reference to dollars, \$, A\$, cents, c and currency is a reference to the lawful currency of the Commonwealth of Australia.

10. APPROVAL OF BIDDER'S STATEMENT

This Bidder's Statement has been approved by a resolution passed by the directors of Oasis Star.

Signed by **Tao Tsan Sang**



Director, Oasis Star Limited

Date: 11 September 2017

For personal use only

APPENDIX 1 – FORMAL TERMS OF THE OFFER

This Appendix 1 together with Appendix 2 contains the terms and conditions of the Offer by Oasis Star to acquire 80% of Your Shares. The date of the Offer is 13 September 2017.

Unless the context requires otherwise, references to 'section' in this Appendix 1 refer to sections of this Appendix 1.

1. The Offer

- (a) Oasis Star offers to acquire 80% of Your Shares, together with all rights attaching to them, on and subject to the terms and conditions set out in this Appendix 1 of this Bidder's Statement.
- (b) This Offer is being made to each person registered as the holder of Shares in the TIA Register at 7:00pm (Sydney time) on the Register Date.
- (c) This Offer extends to any person who is able, during the Offer Period, to give good title to a parcel of Shares that are not "tagged" and has not already accepted an Offer for those Shares (see section 2(a)). If you accept this Offer in respect of 80% of Your Shares or a proportion of Your Shares that is lower than 80%:
 - (i) you are not entitled to accept the Offer for your remaining Shares (**Remaining Shares**), except if accepting the Offer in respect of 80% of Your Shares or a proportion of Your Shares that is lower than 80% would cause you to hold less than a Marketable Parcel, in which case section 1(d) applies; and
 - (ii) no transferee of your Remaining Shares can accept the Offer. Your Remaining Shares will effectively be "tagged" so that a transferee of your Remaining Shares will be prevented from accepting the Offer.
- (d) Subject to section 1(e), and despite sections 1(a), (b) and (c), if accepting this Offer would leave you with less than a Marketable Parcel of Shares, this Offer extends to the whole parcel of Your Shares and if you accept the Offer you will be deemed to have accepted for (and will receive consideration for) 100% of Your Shares, unless you or another person acquired a legal or equitable interest in Your Shares after the Offer was announced to ASX on the Announcement Date. This section applies to persons who hold Shares as nominee or trustee for others, provided that the holder provides a notice complying with section 2(b) in relation to each parcel of Shares to which this provision is to apply.
- (e) Section 1(d) does not apply to a parcel of Shares, whether held beneficially or otherwise, that has come into existence, or increased in size, because of a transaction entered into (including the creation of any trust), at any time after 10am on the Announcement Date.

2. Entitlement to Offer

- (a) Subject to section 1(c), a person who:
 - (i) is able during the Offer Period to give good title to a parcel of Shares; and

- (ii) has not already accepted an Offer for those Shares,

may, in accordance with section 653B(1) of the Corporations Act, accept this Offer as if an offer on terms identical to the Offer had been made to that person in relation to those Shares.

- (b) If at any time during the Offer Period you are registered or entitled to be registered as the holder of one or more parcels of Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate offer on the same terms and conditions as this Offer had been made in relation to each of those distinct parcels and any parcel you hold in your own right. To validly accept the Offer for each parcel, you must give notice to Oasis Star in compliance with the procedure in section 653B(3) of the Corporations Act. If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call 1300 113 236 for callers within Australia or +61 3 9415 4019 for callers outside Australia. The information line will be open from Monday to Friday between 8.30am and 5.00pm (Sydney time). Calls to this number may be recorded.
- (c) If Your Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact that nominee for assistance in accepting the Offer.

3. Consideration

- (a) The consideration offered for each Share is A\$1.30 cash.
- (b) Any amount payable for your Sale Shares will be rounded up to the nearest cent. If Oasis Star reasonably believes that any parcel or parcels of Shares have been created to take advantage of the rounding provisions in this section 3, any fractional entitlement will be rounded down to the nearest cent.

4. Offer Period

- (a) Unless withdrawn, the Offer will remain open for acceptance during the period commencing on the date of this Offer, being 13 September 2017 and ending at 7.00pm (Sydney time) on the later of:
- (i) 3 November 2017; or
 - (ii) any date to which the Offer Period is extended in accordance with the Corporations Act.
- (b) Oasis Star reserves the right, exercisable in its sole discretion, to extend the Offer Period or otherwise vary the offer in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, either of the following events occur:
- (i) the Offer is varied to improve the consideration offered; or
 - (ii) Oasis Star's Voting Power in TIA increases to more than 50%,

then the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.

5. How to accept this Offer

5.1 General

- (a) You may accept the Offer for any proportion of Your Shares up to a maximum of 80% of Your Shares. If you wish to accept the Offer for less than 80% of Your Shares, you must indicate this clearly on the Acceptance Form. If the Acceptance Form does not clearly state the proportion of Your Shares that you wish to accept into the Offer, or the portion you specify is more than your total holding known to Oasis Star, Oasis Star will treat your acceptance as being for 80% of Your Shares.
- (b) However, if your acceptance of the Offer would result in your remaining Shares being less than a Marketable Parcel, the Offer extends to the whole parcel of Your Shares and if you accept the Offer you will be deemed to have accepted for (and will receive consideration for) 100% of Your Shares on the terms set out in section 1(d) of this Appendix 1.
- (c) You may accept this Offer at any time during the Offer Period.

5.2 How to accept

How you accept this Offer depends on whether Your Shares are held in a CHESS Holding or an Issuer Sponsored Holding (the Acceptance Form outlines the type of holding you have).

- (a) **If you hold Your Shares in a CHESS Holding** (in which case your HIN (set out on the Acceptance Form) starts with 'X'), to accept the Offer you must either:
 - (i) instruct your Controlling Participant (this is normally the stockbroker through whom you bought Your Shares or through whom you ordinarily acquire shares on the ASX) to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period; or
 - (ii) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received by Oasis Star in time for Oasis Star to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period, at the delivery address specified on the Acceptance Form.

If Your Shares are held in your name in a CHESS Holding, you must comply with any other applicable ASX Settlement Operating Rules.

- (b) **If you are a Participant**, to accept the Offer you must initiate acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
- (c) **If you hold Your Shares in an Issuer Sponsored Holding** (in which case your SRN (set out on the Acceptance Form) starts with 'I'), you must complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the delivery address specified on the Acceptance Form.

5.3 Acceptance Form

- (a) The Acceptance Form forms part of the Offer.
- (b) If your Acceptance Form (and any documents required by the terms of this Offer and the instructions on the Acceptance Form) are returned by post, for your acceptance to be valid you must ensure that they are posted or delivered in sufficient time for them to be received by Oasis Star at the delivery address specified on the Acceptance Form before the end of the Offer Period.
- (c) When using the Acceptance Form to accept this Offer in respect of Shares in a CHESS Holding, you must ensure that the Acceptance Form (and any documents required by the terms of this Offer and the instruction on the Acceptance Form) are received by Oasis Star in time for Oasis Star to instruct your Controlling Participant to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period.
- (d) The postage and transmission of the Acceptance Form and other documents is at your own risk.

5.4 Validity of acceptance

- (a) Subject to this section 5.4, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in section 5.
- (b) Oasis Star will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. Oasis Star is not required to communicate with you prior to making this determination. The determination of Oasis Star will be final and binding on all parties.
- (c) Despite sections 5.2 and 5.3, Oasis Star may, in its sole discretion, at any time and without further communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of Your Shares, even if a requirement for acceptance has not been fully complied with. However, the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by Oasis Star.
- (d) Oasis Star will provide the consideration to you in accordance with Section 7 in respect of any part of an acceptance determined by Oasis Star to be valid.

6. The effect of acceptance

6.1 Revocation of acceptance

Once you have accepted this Offer you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you. In addition you will be unable to withdraw your Sale Shares from the Offer or otherwise dispose of your Sale Shares, except as follows:

- (a) if, by the relevant times specified in section 6.2, the conditions in Appendix 2 have not all been fulfilled or freed, this Offer will automatically terminate and your Sale Shares will be returned to you; or

- (b) if the Offer Period is extended for more than one month and, at the time, this Offer is subject to one or more of the conditions in Appendix 2, you may be able to withdraw your acceptance and your Sale Shares in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.

6.2 Times

The relevant times for the purposes of section 6.1, 8.2 and 8.2 are:

- (a) in relation to the condition in section 5 of Appendix 2 ("No prescribed occurrences"), the end of the third Business Day after the end of the Offer Period;
- (b) in relation to the condition in section 2 of Appendix 2 ("Shareholder approval under clause 14.6 of constitution for proportional takeover bid"), the date that is 14 days before the end of the Offer Period; and
- (c) in relation to all other conditions in Appendix 2, the end of the Offer Period.

6.3 Your agreement

By signing and returning the Acceptance Form, or otherwise accepting this Offer pursuant to section 5, you will be deemed to have:

- (a) accepted this Offer (and any variation of it) in respect of, and, subject to all of the conditions to this Offer in Appendix 2 being fulfilled or freed, agreed to transfer to Oasis Star, your Sale Shares;
- (b) represented and warranted to Oasis Star, as a fundamental condition of the contract resulting from your acceptance, that at the time of acceptance, and the time of transfer of your Sale Shares (including any rights) to Oasis Star:
 - (i) you have paid to TIA all amounts which are due for payment in respect of your Sale Shares;
 - (ii) all your Sale Shares are free from Encumbrances and restrictions on transfer of any nature (whether legal or otherwise); and
 - (iii) you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in your Sale Shares (including any Rights) to Oasis Star.
- (c) irrevocably authorised Oasis Star (and any director, secretary, agent or nominee of Oasis Star) to alter the Acceptance Form on your behalf by inserting correct details relating to your Sale Shares, filling in any blanks remaining on the Acceptance Form and rectifying any errors or omissions as may be considered necessary by Oasis Star to make it an effective acceptance of this Offer or to enable registration of your Sale Shares in the name of Oasis Star;
- (d) if you signed the Acceptance Form in respect of Shares which are held in a CHESS Holding, irrevocably authorised Oasis Star (or any director, secretary, agent or nominee of Oasis Star) to:
 - (i) instruct your Controlling Participant to initiate acceptance of this Offer in respect of your Sale Shares in accordance with Rule 14.14 of the ASX Settlement Operating Rules;

- (ii) give any other instructions in relation to your Sale Shares to your Controlling Participant, as determined by Oasis Star acting in its own interests as a beneficial owner and intended registered holder of those Shares;
- (e) irrevocably authorised and directed TIA to pay to Oasis Star, or to account to Oasis Star for, all Rights in respect of your Sale Shares, subject, if this Offer is withdrawn and the contract arising from your acceptance of the Offer had not become or been declared unconditional before the Offer was withdrawn, to Oasis Star accounting to you for any such Rights received by Oasis Star;
- (f) irrevocably authorised Oasis Star to notify TIA on your behalf that your place of address for the purpose of serving notices upon you in respect of your Sale Shares is the address specified by Oasis Star in the notification to TIA;
- (g) with effect from the time and date on which all the conditions to this Offer in Appendix 2 have been fulfilled or freed:
- (i) irrevocably appointed Oasis Star (and any director, secretary or nominee of Oasis Star) severally from time to time as your agent and attorney to exercise all your powers and rights in relation to your Sale Shares, including (without limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings and all court-convened meetings of TIA and to request TIA to register, in the name of Oasis Star or its nominee, your Sale Shares, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable);
- (ii) agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting or court-convened meeting of TIA or to exercise or purport to exercise any of the powers and rights conferred on Oasis Star (and its directors, secretaries and nominees) in section 6.3(g)(i);
- (h) agreed that in exercising the powers and rights conferred by the powers of attorney granted under section 6.3(g)(i), the attorney will be entitled to act in the interests of Oasis Star as the beneficial owner and intended registered holder of your Sale Shares;
- (i) agreed to do all such acts, matters and things that Oasis Star may require to give effect to the matters the subject of this section 6 (including the execution of a written form of proxy to the same effect as this section 6 which complies in all respects with the requirements of the constitution of TIA) if requested by Oasis Star;
- (j) agreed to indemnify Oasis Star in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your HIN or SRN or in consequence of the transfer of your Sale Shares to Oasis Star being registered by TIA without production of your HIN or SRN for Your Shares;
- (k) represented and warranted to Oasis Star that, unless you have notified it in accordance with section 2(b) of this Appendix 1, your Sale Shares do not consist of separate parcels of Shares;
- (l) irrevocably authorised Oasis Star (and any nominee) to transmit a message in accordance with Rule 14.17 of the ASX Settlement Operating Rules to transfer your Sale Shares to Oasis Star, regardless of whether it has paid the consideration due to you under this Offer; and

- (m) agreed, subject to the conditions of this Offer in Appendix 2 being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that Oasis Star may consider necessary or desirable to convey your Sale Shares registered in your name and Rights to Oasis Star.

The undertakings and authorities referred to in section 6.3 will remain in force after you receive the consideration for your Sale Shares and after Oasis Star becomes registered as the holder of your Sale Shares.

7. Payment of Consideration

7.1 When consideration is paid

Subject to section 7.2, this section 7 and the Corporations Act, Oasis Star will provide the consideration due to you for your Sale Shares on or before the earlier of:

- (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, within one month after this Offer becomes unconditional; and
- (b) 21 days after the end of the Offer Period.

7.2 Where additional documents are required

Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney, grant of probate letters of administration, or any other document reasonably requested by Oasis Star to give effect to your acceptance):

- (a) if that document is given with your Acceptance Form, Oasis Star will provide the consideration in accordance with section 7.1;
- (b) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is subject to a defeating condition, Oasis Star will provide the consideration due to you on or before the earlier of one month after this Offer becomes unconditional and 21 days after the end of the Offer Period;
- (c) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is not subject to a defeating condition, Oasis Star will provide the consideration due to you on or before the earlier of one month after that document is given and 21 days after the end of the Offer Period;
- (d) if that document is given after your Acceptance Form and after the end of the Offer Period, and the Offer is not subject to a defeating condition, Oasis Star will provide the consideration within 21 days after that document is delivered; and
- (e) if at the time that document is given the Offer is still subject to a defeating condition that relates only to the happening of an event or circumstance referred to in section 652C(1) or (2) of the Corporations Act, Oasis Star will provide the consideration due to you within 21 days after the Offer becomes unconditional.

If you do not provide Oasis Star with the required additional documents within one month after the end of the Offer Period, Oasis Star may, in its sole discretion, rescind the contract resulting from your acceptance of this Offer.

7.3 Entitlement to Rights

If you accept this Offer, Oasis Star is entitled to all Rights in respect of your Sale Shares. Oasis Star may require you to provide all documents necessary to vest title to those Rights in Oasis Star, or otherwise to give Oasis Star the benefit or value of those Rights.

7.4 Manner of payment

The consideration payable by Oasis Star to you under the Offer will be paid to you by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or in the case of overseas shareholders, by airmail) to either:

- (a) the address as shown on your Acceptance Form; or
- (b) the address as shown on the latest version of the TIA Register (as obtained by Oasis Star).

7.5 Clearances for offshore residents

If, at the time of acceptance of this Offer, any consent, authority or clearance is required for you to receive any consideration under this Offer including, but not limited to consent, authority or clearance of:

- (a) the Minister for Foreign Affairs (whether under the *Charter of the United Nations Act 1945* (Cth), the *Charter of the United Nations (Terrorism and Dealings with Assets) Regulations 2002* (Cth) or any other regulations made thereunder, or otherwise);
- (b) the Reserve Bank of Australia (whether under the *Banking (Foreign Exchange) Regulations 1959* (Cth) or otherwise); or
- (c) the Australian Taxation Office,

then acceptance of this Offer will not create or transfer to you any right (contractual or contingent) to receive (and you will not be entitled to receive) any consideration under this Offer unless and until all such consents, authorities or clearances have been obtained by Oasis Star.

8. Conditions of this Offer

8.1 Conditions

This Offer and the contract that results from acceptance of this Offer are subject to fulfilment of the conditions set out in Appendix 2 to this Bidder's Statement.

8.2 Nature of Conditions

- (a) The conditions in Appendix 2 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the relevant specified time in clause 6.2, prevent a contract to sell your Sale Shares from arising, but entitles Oasis Star by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (b) Other than in respect of the condition in section 2 of Appendix 2 ("Shareholder approval under clause 14.6 of constitution for proportional takeover bid"), subject to the Corporations Act, Oasis Star alone is entitled to the benefit of the conditions in Appendix 2, or to rely on any non-fulfilment of any of them.

- (c) Each condition in Appendix 2 is a separate, severable and distinct condition. No condition will be taken to limit the meaning or effect of any other condition.

8.3 Freeing the offer of Conditions

Other than in respect of the condition in section 2 of Appendix 2 ("Shareholder approval under clause 14.6 of constitution for proportional takeover bid"), Oasis Star may free this Offer, and any contract resulting from its acceptance, from all or any of the conditions subsequent in Appendix 2, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to TIA and to the ASX declaring this Offer to be free from the relevant condition or conditions specified, in accordance with section 650F of the Corporations Act. This notice may be given:

- (a) in the case of the condition in section 5 of Appendix 2 ("No prescribed occurrences"), not later than 3 Business Days after the end of the Offer Period; and
- (b) in the case of all the other conditions in Appendix 2 (other than the condition in section 2 of Appendix 2 ("Shareholder approval under clause 14.6 of constitution for proportional takeover bid")), not less than 7 days before the end of the Offer Period.

If each condition in Appendix 2 has not been fulfilled by the relevant specified time in clause 6.2, and Oasis Star has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

8.4 Notice on status of Conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 26 October 2017 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

9. Withdrawal of this Offer

- (a) This Offer may be withdrawn by Oasis Star, but only:
 - (i) with the consent in writing of ASIC, which consent may be subject to conditions;
 - (ii) in accordance with section 648F of the Corporations Act (if applicable); or
 - (iii) otherwise in accordance with the Corporations Act.
- (b) Subject to ASIC's consent (and any conditions imposed by ASIC), withdrawal of this Offer may be effected by written notice from Oasis Star to TIA.
- (c) Subject to any conditions imposed by ASIC on its consent, where Oasis Star withdraws this Offer:
 - (i) this Offer, if not previously accepted, automatically becomes incapable of acceptance; and
 - (ii) any contract resulting from an acceptance of this Offer before the withdrawal (and for this purpose this Offer is treated as having continued in existence despite that acceptance) is automatically void.

10. Variation of this Offer

Oasis Star may vary this Offer in accordance with the Corporations Act.

11. Other matters**11.1 Costs and expenses**

All costs and expenses of the preparation, despatch and circulation of the Bidder's Statement and this Offer will be paid by Oasis Star.

11.2 Foreign laws

This Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as a result of the Bidder's Statement being lodged with ASIC). It is your sole responsibility to satisfy yourself that you are permitted by any foreign law applicable to you to accept this Offer.

11.3 Governing law

This Offer and any contract that results from your acceptance of it are to be governed by the laws in force in the State of New South Wales, Australia.

APPENDIX 2 – CONDITIONS OF THE OFFER

The Offer and any contract that results from acceptance of this Offer, is subject to the fulfilment of the conditions set out below:

1. Minimum acceptance

Oasis Star receiving sufficient acceptances so that, following completion of the Offer, it will own at least 50.1% of TIA Shares on issue at the end of the Offer Period.

2. Shareholder approval under clause 14.6 of constitution for proportional takeover bid

TIA obtaining shareholder approval pursuant to clause 14.6 of TIA's constitution.

3. No regulatory action

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (a) there is not in effect any preliminary or final decision, order or decree issued by any Public Authority;
- (b) no action or investigation is announced, commenced or threatened by any Public Authority; and
- (c) no application is made to any Public Authority (other than by Oasis Star or any Associate of Oasis Star),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or materially impact upon, the making of the Offer and the completion of the Offer or which requires the divestiture by Oasis Star of any Shares or any material assets of TIA or any Subsidiary of TIA.

4. No material adverse change

Between the Announcement Date and the end of the Offer Period (each inclusive), none of the following occurs (**Specified Event**):

- (a) an event, change, condition, matter or thing occurs;
- (b) information is disclosed or announced by TIA or any of its subsidiaries concerning any event, change, condition, matter or thing; or
- (c) information concerning any event, change, condition, matter or thing becomes known to Oasis Star (whether or not becoming public),

which will have, could reasonably be expected to have or which evidences that there has been a material adverse effect on the business, assets, liabilities, financial position and performance, material contracts (taken as a whole), profitability or prospects of TIA or any of its Subsidiaries from that existing prior to the Announcement Date.

5. No prescribed occurrences

Between the Announcement Date and the date 3 Business Days after the end of the Offer Period (each inclusive), none of the following prescribed occurrences happen:

- (a) TIA converts all or any of its Shares into a larger or smaller number of Shares;
- (b) TIA or a Subsidiary of TIA (which is not a directly or indirectly wholly owned Subsidiary) resolves to reduce its share capital in any way;
- (c) TIA or a Subsidiary of TIA (which is not a directly or indirectly wholly owned Subsidiary):
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (d) TIA or a Subsidiary of TIA issues shares or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (e) TIA or a Subsidiary of TIA issues, or agrees to issue, convertible notes;
- (f) TIA or a Subsidiary of TIA disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) TIA or a Subsidiary of TIA charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (h) TIA or a Subsidiary of TIA resolves to be wound up;
- (i) the appointment of a liquidator or provisional liquidator of TIA or a Subsidiary of TIA;
- (j) a court makes an order for the winding up of TIA or a Subsidiary of TIA;
- (k) an administrator of TIA, or a Subsidiary of TIA, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) TIA or a Subsidiary of TIA executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of TIA or a Subsidiary of TIA.

6. No persons entitled to exercise or exercising rights under certain agreements or instruments

Between the Announcement Date and the end of the Offer Period (each inclusive), there is no person, excluding any Associate of TACI, entitled to exercise, exercising or purporting to exercise, stating an intention to exercise (whether or not that intention is stated to be a final or determined decision of that person), or asserting a right to exercise, any rights under any provision of any agreement or other instrument to which TIA or any of its Subsidiaries is a party, or by or to which TIA or any of its Subsidiaries or any of its assets or businesses may be bound or be subject, which results, or could result, to an extent which is material in the context of TIA and its Subsidiaries taken as a whole, in:

- (a) any moneys borrowed by TIA or any of its Subsidiaries being or becoming repayable or being capable of being declared repayable immediately or earlier than the repayment date stated in such agreement or other instrument;
- (b) any such agreement or other such instrument being terminated or modified or any action being taken or arising there under (including the acceleration of the performance of any obligations there under);
- (c) the interest of TIA or any of its Subsidiaries in any firm, incorporated or unincorporated joint venture, trust corporation or other entity (or any arrangements relating to such interest) being terminated, modified or being required to be disposed of;
- (d) the assets of TIA or any of its Subsidiaries being sold, transferred or offered for sale or transfer, including under any pre-emptive rights or similar provisions; or
- (e) the business of TIA or any of its Subsidiaries with any other person being adversely affected.

7. No material acquisitions, disposals, changes in the conduct of business or dividends

Between the Announcement Date and the end of the Offer Period (each inclusive), neither TIA nor any of its Subsidiaries:

- (a) acquires or disposes of, enters into, agrees to enter into or announces any agreement for the acquisition or disposal of, any asset or business, or enters into any transaction, which would or would reasonably be likely to involve a material change in the manner in which TIA and its Subsidiaries conduct their business, including without limitation, any agreement or transaction which would or (subject to one or more conditions) may involve TIA or any of its Subsidiaries:
 - (i) entering into any contract, commitment or arrangement (including the acquisition of, or offering or agreeing to acquire, any asset or the entering into, or offering or agreeing to enter into, any joint venture, partnership, farm-in or management agreement) that is not in the ordinary course of business;
 - (ii) entering into any agreement or arrangement with respect to derivative instruments (including swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments, except foreign currency hedges made in the ordinary and usual course of business and in accordance with existing policy in place as at the Announcement Date; or
- (b) gives or agrees to give any Encumbrance over any of its assets, other than liens in the ordinary and usual course of business;
- (c) makes any change to its constitutional documents (including but not limited to the constitution of TIA);
- (d) amends the terms of issue of any of the Shares or other securities (including performance rights and options);
- (e) enters into a contract or commitment restraining it from competing with any person or conducting activities in any market;

- (f) voluntarily changes any accounting policy applied by them to report their financial position;
- (g) enters into, amends, or agrees to enter into or amend, any contract, commitment or other arrangement with a 'related party' (as that term is defined in the Corporations Act) of TIA;
- (h) enters into or materially amends any employment, consulting, severance or similar agreement or arrangement with officers, directors, other executives or employees of TIA or a Subsidiary or otherwise materially increases compensation or benefits for any of the above, other than in the ordinary course of business or pursuant to contractual arrangements in effect on the Announcement Date;
- (i) enters into any enterprise bargaining agreement other than in the ordinary course of business or pursuant to contractual arrangements in effect on the Announcement Date or amends in any material respect any arrangement with its financial adviser, or enters into arrangements with a new financial adviser, in respect of the Offer; or
- (j) announces an intention to pay, pays or declares any dividend or other distribution, other than:
- (i) a dividend or distribution to be made by TIA with the prior written consent of Oasis Star; or
 - (ii) a dividend or distribution to be made by a Subsidiary of TIA where the only recipient of that dividend or distribution is TIA or a wholly-owned Subsidiary of TIA.

CORPORATE DIRECTORY

Oasis Star Limited

Oasis Star Limited (BVI Company Number 351359)

Registered office:
Portcullis Chambers
4th Floor, Ellen Skelton Building
3076 Sir Francis Drake Highway, Road Town
Tortola, VG1110
British Virgin Islands

Hong Kong correspondence address:
22nd Floor, Allied Kajima Building
138 Gloucester Road
Wanchai, Hong Kong

Legal Adviser

Addisons
Level 12, 60 Carrington Street
Sydney NSW 2000

Share Registrar

Computershare Investor Services Pty Limited
Level 4, 60 Carrington Street
Sydney NSW 2000

OASIS STAR LIMITED

TIATKO

MR SAM SAMPLE
UNIT 123
SAMPLE STREET
SAMPLETOWN NSW 2001

Return your Form:



To Your Controlling Participant:

Return this form directly to your stockbroker



By Mail:

Computershare Investor Services Pty Limited
GPO Box 1282
Melbourne Victoria 3001
Australia

For all enquiries:



Phone:

(within Australia) 1300 113 236
(outside Australia) +61 3 9415 4019

Transfer and Acceptance Form

CHESS

 **Your form must be received with sufficient time to allow processing prior to the end of the Offer Period.**

This form and the Bidder's Statement are important documents that require your immediate attention. This form relates to an offer ("Offer") by Oasis Star Limited ("Oasis Star") to acquire 80%* of your share holding in Tian An Australia Limited ("TIA") the terms of which are set out in the Bidder's Statement from Oasis Star dated 11 September 2017 as replaced or supplemented (the "Bidder's Statement"). Capitalised terms used in this form have the same meaning as in the Bidder's Statement, unless otherwise defined.

If you are in doubt about how to deal with this Offer, please contact your financial or other professional advisor.

Note this form can only be used in relation to the securityholding represented by the details printed above and overleaf.

Step 1: Registration Name & Offer Details

Consideration will be issued to the name(s) as they appear on the latest copy of the TIA Register, as provided to Oasis Star. The current address recorded by Oasis Star is printed above and overleaf. If you have recently bought or sold TIA Shares your holding may differ from that shown. If you have already sold all your TIA Shares, do not complete or return this form.

Step 2: Accept the Offer

Only sign and return this form if you wish to accept the Offer in respect of 80%* of your TIA Shares for a cash consideration of \$1.30 per TIA Share.

As your TIA Shares are in a CHES holding, you may contact your Controlling Participant directly (normally your stockbroker) with instructions to accept the Offer. If you do this, your Controlling Participant will provide you with details as to what they require in order to accept the Offer on your behalf. If you want Oasis Star to contact your Controlling Participant on your behalf, sign and return this form to the address above so that it is received in sufficient time to allow your instruction to be acted upon by the close of the Offer Period. This will authorise Oasis Star and Computershare Investor Services Pty Limited ("CIS") to request your Controlling Participant to initiate acceptance of the Offer on your behalf.

You should allow sufficient time for your Controlling Participant or Oasis Star to initiate the acceptance of Oasis Star's Offer on your behalf. Neither Oasis Star or CIS will be responsible for any delays incurred by the process of requesting your Controlling Participant to accept the Offer.

Step 3: Signing Instructions

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders must sign.

Power of Attorney: Where signing as Power of Attorney (POA), you must attach an original certified copy of the POA to this form.

Companies: Where the holding is in the name of a Company, this form must be signed in accordance with the Corporations Act, either as:

- a Sole Director and Sole Company Secretary **OR** a Sole Director (if no Company Secretary exists), **OR**
- two Directors, **OR**
- a Director and Secretary.

Overseas Companies: Where the holding is in the name of an Overseas company (companies incorporated outside Australia) the form must be signed as above, or documentation must be provided showing that the company can sign in an alternate manner.

Deceased Estate: All executors must sign and a certified copy of Probate or Letters of Administration must accompany this form.

Entering contact details is not compulsory, but will assist us if we need to contact you.

Turn over to complete the form ➔



Transfer and Acceptance Form

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STEP 1Registration Name & Offer Details

For your security keep your SRN/HIN confidential.

Registration Name:MR SAM SAMPLE
UNIT 123
SAMPLE STREET
SAMPLETOWN NSW 2001

Controlling Participant Identifier:

Offer Details:Securityholding as at 11 September 2017:

2000

STEP 2Accept the Offer

The consideration is \$1.30 cash per Share on the terms and conditions of the Offer as set out in the Bidder's Statement. Subject to those terms, you may only accept this Offer for up to 80% of your Shares but not a greater proportion.*

1.

☐

To accept the Offer for 80% of your Shares, mark the box to the left*
2.

☐

To accept the Offer for less than 80% of your Shares, mark the box to the left and write in the box on the right the percentage of Shares in respect of which you wish to accept*
-

If you do not complete this section or if you provide an indistinct election, for example by marking both boxes or by omitting to mark any box, you will be taken to have made an election to accept the Offer in respect of the full 80% of your Shares.*

*If accepting this Offer in the manner specified above would leave you with TIA Shares with a value of less than \$500 based on the "cum-Offer" ASX closing price of TIA Shares on the date that is the most recent trading day before your acceptance is received, subject to the terms and conditions of the Offer, this Offer will apply to all (and you will be deemed to have accepted the Offer in respect of all) your TIA Shares.

STEP 3Signature of Securityholder(s) This section must be completed.

I/We, the person's named above, accept the Offer in respect of 80% or less of my/our TIA Shares for the consideration specified in the Offer, on the terms and conditions of the Offer as set out in the Bidder's Statement.

Individual or Securityholder 1Securityholder 2Securityholder 3

Sole Director and Sole Company Secretary/
Sole Director (cross out titles as applicable)DirectorDirector/Company Secretary
(cross out titles as applicable)

Contact Name

Contact Daytime Telephone

Date

Privacy Statement

Personal information is collected on this form by Computershare Investor Services Pty Limited ("CIS") for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act, you may be sent material (including marketing material) approved by Oasis Star Limited in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or e-mail privacy@computershare.com.au

OASIS STAR LIMITED

Return your Form:

**By Mail:**

Computershare Investor Services Pty Limited
GPO Box 1282
Melbourne Victoria 3001
Australia

For all enquiries:

Phone:

(within Australia) 1300 113 236
(outside Australia) +61 3 9415 4019

TIATKO

MR SAM SAMPLE
UNIT 123
SAMPLE STREET
SAMPLETOWN NSW 2001

Transfer and Acceptance Form

ISSUER

Your form must be received by the end of the Offer Period.

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If you are in doubt about how to deal with this Offer, please contact your financial or other professional advisor.

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Joint Holding: Where the holding is in more than one name, all of the securityholders must sign.

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- a Director and Secretary.

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Entering contact details is not compulsory, but will assist us if we need to contact you

Turn over to complete the form ➔



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IND

Transfer and Acceptance Form

STEP 1 Registration Name & Offer Details

 For your security keep your SRN/HIN confidential.

Registration Name: MR SAM SAMPLE
UNIT 123
SAMPLE STREET
SAMPLETOWN NSW 2001

Offer Details: Securityholding as at 11 September 2017:

2000

STEP 2 Accept the Offer

The consideration is \$1.30 cash per Share on the terms and conditions of the Offer as set out in the Bidder's Statement. Subject to those terms, you may only accept this Offer for up to 80% of your Shares but not a greater proportion.*

- ☐ To accept the Offer for 80% of your Shares, mark the box to the left*
- ☐ To accept the Offer for less than 80% of your Shares, mark the box to the left and write in the box on the right the percentage of Shares in respect of which you wish to accept*

If you do not complete this section or if you provide an indistinct election, for example by marking both boxes or by omitting to mark any box, you will be taken to have made an election to accept the Offer in respect of the full 80% of your Shares.*

*If accepting this Offer in the manner specified above would leave you with TIA Shares with a value of less than \$500 based on the "cum-Offer" ASX closing price of TIA Shares on the date that is the most recent trading day before your acceptance is received, subject to the terms and conditions of the Offer, this Offer will apply to all (and you will be deemed to have accepted the Offer in respect of all) your TIA Shares.

STEP 3 Signature of Securityholder(s) *This section must be completed.*

I/We, the person's named above, accept the Offer in respect of 80% or less of my/our TIA Shares for the consideration specified in the Offer, on the terms and conditions of the Offer as set out in the Bidder's Statement.

Individual or Securityholder 1

Sole Director and Sole Company Secretary/
Sole Director (cross out titles as applicable)

Securityholder 2

Director

Securityholder 3

Director/Company Secretary
(cross out titles as applicable)

Contact
Name _____

Contact
Daytime
Telephone _____

Date ____/____/____

Privacy Statement

Personal information is collected on this form by Computershare Investor Services Pty Limited ("CIS") for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act, you may be sent material (including marketing material) approved by Oasis Star Limited in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or e-mail privacy@computershare.com.au

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Computershare +

Oasis Star Limited

British Virgin Islands registration number 351359

Company Notice — paragraph 633(4)(a) of the Corporations Act

Notice of the time and date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1)

To: ASX Limited

In accordance with paragraph 633(4)(a) of the *Corporations Act 2001 (Cth)* (**Corporations Act**), Oasis Star Limited (**Oasis Star**) gives notice that it has set 7.00pm (Sydney time) on 11 September 2017 as the time and date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) of the Corporations Act in relation to its off-market proportional takeover bid to acquire 80% of each shareholder's shares in Tian An Australia Limited ACN 009 134 114 that Oasis Star does not own.

Date: 11 September 2017

Signed for and on behalf of Oasis Star Limited by:



Tao Tsan Sang
Director, Oasis Star Limited