

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (THE "FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 22 MARCH 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE PARTIAL OFFER (AS MORE PARTICULARLY DESCRIBED BELOW AND IN THE OFFER DOCUMENT). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF THAKRAL CORPORATION LTD (THE "COMPANY") IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT. THE AVAILABILITY OF THE PARTIAL OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS AND THE PARTIAL OFFER MAY, ACCORDINGLY, NOT BE EXTENDED TO OVERSEAS SHAREHOLDERS.

**VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY W CAPITAL MARKETS PTE. LTD. ("W CAPITAL") FOR AND ON BEHALF OF PRIME TRADE ENTERPRISES LIMITED (THE "OFFEROR"), AN INVESTMENT HOLDING COMPANY ULTIMATELY OWNED AND CONTROLLED BY CERTAIN MEMBERS OF THE THAKRAL FAMILY, TO ACQUIRE 26,510,000 ORDINARY SHARES IN THE ISSUED AND PAID-UP SHARE CAPITAL OF THE COMPANY AS AT THE RECORD DATE, OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT AS AT SUCH DATE (THE "OFFER SHARES") AT AN OFFER PRICE OF S\$0.50 PER OFFER SHARE**

## PART A - FOR VOTING

(PART A OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO VOTE ON THE PARTIAL OFFER)

	FOR OFFICIAL USE	
Number of Offer Shares	Price	Total Consideration
	<b>S\$0.50 for each Offer Share</b>	

**Last date and time for voting on and acceptance of the Partial Offer: 5.30p.m. (Singapore time) on the Closing Date (as defined in the Offer Document).**

Dear Sirs,

### A. FOR VOTING

I/We, _____ (Full name of Shareholder and Joint Shareholder(s), if any)
of _____ (Address)
Telephone No. (during office hours): _____ (Handphone): _____

hereby vote in respect of the Partial Offer as follows:

Please vote by inserting the number of Shares (held by you on the Record Date) in the "FOR" or "AGAINST" box (as appropriate) below.

		Please <u>insert the NUMBER OF SHARES</u> you wish to vote in the appropriate box, the maximum number is all of the Shares you hold as at the Record Date	
		FOR	AGAINST
<b>Part A</b>	To approve the Partial Offer on the terms and conditions as set out in the Offer Document		

**Note: Please refer to paragraph 4 of the Instructions to this FAT for further instructions on voting. IN PARTICULAR, PLEASE NOTE THAT UNDER PARAGRAPH 4.5 OF THE INSTRUCTIONS TO THIS FAT, IF YOU HAVE NEITHER INSERTED (I) AN INDICATION NOR (II) THE NUMBER OF SHARES IN PART A ABOVE, YOU WILL BE DEEMED NOT TO HAVE VOTED EITHER FOR OR AGAINST THE PARTIAL OFFER.**

I/We irrevocably warrant that I/we am/are not a party acting in concert with the Offeror in connection with the Partial Offer, or an associate of the Offeror or any party acting in concert with the Offeror in connection with the Partial Offer.

**PLEASE SIGN HERE**

### FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/First Joint Shareholder in the presence of:- Witness' Signature: _____ ) Name: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of Shareholder
Signed, sealed and delivered by the above-named Second Joint Shareholder in the presence of:- Witness' Signature: _____ ) Name: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of Shareholder

### FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereunto affixed in the presence of:  _____ Director	_____ Director/Secretary
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#### Notes:

- A husband must not witness the signature of his wife and vice versa.
- In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Constitution and/or other constitutive documents and/or regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner as may be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.



THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (THE "FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 22 MARCH 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE PARTIAL OFFER (AS MORE PARTICULARLY DESCRIBED IN THE OFFER DOCUMENT). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF THAKRAL HOLDINGS LTD (THE "COMPANY") IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT. THE AVAILABILITY OF THE PARTIAL OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS AND THE PARTIAL OFFER MAY, ACCORDINGLY, NOT BE EXTENDED TO OVERSEAS SHAREHOLDERS.

**VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY W CAPITAL MARKETS PTE. LTD. ("W CAPITAL") FOR AND ON BEHALF OF PRIME TRADE ENTERPRISES LIMITED (THE "OFFEROR"), AN INVESTMENT HOLDING COMPANY ULTIMATELY OWNED AND CONTROLLED BY CERTAIN MEMBERS OF THE THAKRAL FAMILY, TO ACQUIRE 26,510,000 ORDINARY SHARES IN THE ISSUED AND PAID-UP SHARE CAPITAL OF THE COMPANY AS AT THE RECORD DATE, OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT AS AT SUCH DATE (THE "OFFER SHARES") AT AN OFFER PRICE OF S\$0.50 PER OFFER SHARE**

## PART B – FOR ACCEPTANCES

(PART B OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO ACCEPT THE PARTIAL OFFER)OFFER)

### B. FOR ACCEPTANCE

Section (A): Number of Relevant Percentage Offer Shares tendered in acceptance of the Partial Offer	Section (B): Number of Shares in Excess of my/our Relevant Percentage Offer Shares (the "Excess Shares") tendered in acceptance of the Partial Offer	Section (C): Share Certificate No(s).	Offer Consideration	FOR OFFICIAL USE
			S\$0.50 in cash for each Offer Share	
<b>NOTE: Please refer to paragraph 5 of the Instructions to this FAT for instructions on acceptance. IN PARTICULAR, PLEASE NOTE THAT AS STATED UNDER PARAGRAPH 5.9, IF YOU FAIL TO INSERT ANY NUMBER OF SHARES IN SECTIONS (A) &amp; (B) OF PART (B) OF THIS FAT, YOU WILL BE DEEMED NOT TO HAVE ACCEPTED THE PARTIAL OFFER IN RESPECT OF ANY OF YOUR SHARES UNDER THE PARTIAL OFFER. Last date and time for acceptance of the Partial Offer: 5.30 p.m. (Singapore time) on the Closing Date (as defined in the Offer Document).</b>				

The Relevant Percentage Offer Shares refers to 28.9 per cent. of the number of Shares held by you as at 5.00p.m. (Singapore time) on 8 April 2019 (the "Record Date"), fractional entitlements to be disregarded. **For the avoidance of doubt, if you are unsure about the number of Shares you will hold as at the Record Date, you may wait until you receive the Entitlement Notification Letter (as defined in paragraph 2 of the Instructions to this FAT) after the Record Date which will notify you of the number of Shares held by you as at the Record Date including your Relevant Percentage Offer Shares, before completing Part A and/or Part B of this FAT.**

**YOU ARE ENTITLED TO TENDER THE RELEVANT PERCENTAGE OFFER SHARES AND EXCESS SHARES. SUBJECT TO THE PARTIAL OFFER BECOMING UNCONDITIONAL IN ALL RESPECTS, ACCEPTANCES IN EXCESS OF THE RELEVANT PERCENTAGE OFFER SHARES WILL BE SCALED DOWN PROPORTIONATELY, BUT IN A MANNER WHICH MINIMISES THE NUMBER OF NEW ODD-LOT SHAREHOLDINGS AS THE OFFEROR MAY IN ITS ABSOLUTE DISCRETION DEEM FIT IN THE INTEREST OF THE OFFEROR.**

I/We, _____ (Full name of Shareholder and joint Shareholder(s), if any)
of _____ (Address)
Telephone No. (during office hours): _____ (Handphone): _____
do hereby transfer to the Offeror or any person nominated in writing by the Offeror (the Offeror or person nominated by the Offeror hereinafter referred to as the "Transferee").

**The consideration for acceptance of the Partial Offer is S\$0.50 in cash for each Offer Share, as stated in the Offer Document.**

My/Our execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Partial Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT.

I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the above-mentioned Offer Shares to the Transferee, and to enable the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

I/We irrevocably warrant that, the Offer Shares in respect of which the Partial Offer is accepted by me/us are, and when transferred to the Transferee, will be (i) fully paid; (ii) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and any other third party rights of interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date, and thereafter attaching thereto, including but not limited to, the right to receive and retain all dividends, rights and other distributions (if any) which may be declared, paid or made by the Company on or after the Offer Announcement Date.

I/We irrevocably warrant that I/we am/are not a party acting in concert with the Offeror in connection with the Partial Offer, or an associate of the Offeror or any party acting in concert with the Offeror in connection with the Partial Offer.

I/We irrevocably authorise any person nominated in writing by the Offeror or the Transferee to date this FAT and to complete the particulars of the Offeror or the Transferee on my/our behalf. In the event of the Partial Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other documents will be returned to me/us at the address stated above, or if none is set out, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk as soon as possible but in any event not later than 14 days from the lapse of the Partial Offer.

## PART B - FOR ACCEPTANCES

I/We irrevocably authorise and direct the Offeror or its agent to send the consideration payable to me/us or any other documents which may be returned to me/us (including share certificates(s) to the address stated above or, if none is set out, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk.

### FOR INDIVIDUAL SHAREHOLDERS

PLEASE SIGN HERE

Signed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:- Witness' Signature: _____ ) Name: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of Shareholder/first-named joint Shareholder
Signed and delivered by the above-named second joint Shareholder in the presence of:- Witness' Signature: _____ ) Name: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of joint Shareholder, if any

### FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereunto affixed in the presence of:	
_____ ) Director	_____ ) Director/Secretary

#### Notes:

- (a) A husband must not witness the signature of his wife and vice versa.
- (b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Constitution, other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

### FOR OFFICIAL USE

The Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT, subject to the terms and conditions in the Offer Document.	
The Common Seal of the Transferee was hereunto affixed in the presence of:	
_____ ) Director	_____ ) Director/Secretary

## INSTRUCTIONS

This FAT is for the use of Shareholders who hold Shares as at the Record Date and who wish to vote on the Partial Offer and/or accept the Partial Offer in respect of all or part of their total holdings of Shares represented by share certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) of the Offer Shares beneficially owned by them and who wish to vote on and/or accept the Partial Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to vote on and/or accept the Partial Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to the voting on and acceptance of the Partial Offer by a Shareholder are set out in Appendix 2 to the Offer Document.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, your Offer Shares are held on your behalf by CDP and you wish to vote on and/or accept the Partial Offer in respect of some or all of these Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Shares (the "FAA") in accordance with the instructions printed thereon. A copy of the FAA may be obtained, upon production of satisfactory evidence that you are a Depositor holding Shares through CDP, from **The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.**

1. **Voting and Acceptance.** If you wish to vote on and/or accept the Partial Offer, this FAT must be completed and signed strictly in the manner set out in this FAT and in accordance with the provisions of the Offer Document and then forwarded with the relevant share certificate(s) and/or any other document(s) of title and/or other relevant document(s) required by the Offeror, by hand, or by post, at your own risk to **Prime Trade Enterprises Limited, c/o RHT Corporate Advisory Pte. Ltd., 9 Raffles Place, #29-01 Republic Plaza Tower 1, Singapore 048619** as soon as possible and in any event so as to arrive **NOT LATER THAN 5.30 P.M (SINGAPORE TIME) ON THE CLOSING DATE (AS DEFINED IN THE OFFER DOCUMENT).** If your share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror is/are not readily available or is/are lost, this FAT should nevertheless be completed and returned by the aforesaid time and the share certificate(s) and/or other document(s) of title and/or other document(s) required by the Offeror forwarded to **Prime Trade Enterprises Limited, c/o RHT Corporate Advisory Pte. Ltd., 9 Raffles Place, #29-01 Republic Plaza Tower 1, Singapore 048619** as soon as possible thereafter, at your own risk. The consideration will not be despatched until these documents or satisfactory indemnities and appropriate statutory declarations are received.
2. **Entitlement Notification Letter.** A letter (the "**Entitlement Notification Letter**") will be despatched to you after the Record Date to notify you of:
  - (i) the number of Shares held by you as at the Record Date in respect of which you are entitled to vote on the Partial Offer; and
  - (ii) your Relevant Percentage Offer SharesIf you are unsure about the number of Shares you hold as at the Record Date, you may wait until you receive the Entitlement Notification Letter before completing Part A and/or Part B of this FAT.
3. **Unregistered Shareholding.** If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares and stamped (if required), with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either).
4. **Tendering Shares for voting under the Partial Offer.**
  - 4.1 You may vote the number of Shares held by you as at the Record Date for or against the Partial Offer. Please vote by inserting the number of Shares you wish to vote in the "FOR" or "AGAINST" box (as appropriate) in Part A of this FAT.
  - 4.2
    - (i) If you have inserted the number of Shares (instead of an Indication) only in the "FOR" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held as at the Record Date for the Partial Offer.
    - (ii) If you have inserted the number of Shares (instead of an Indication) only in the "AGAINST" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held as at the Record Date against the Partial Offer.
    - (iii) If you have inserted the number of Shares (instead of an Indication) in both the "FOR" and "AGAINST" boxes, you will be deemed to have voted such number of Shares inserted in the relevant boxes for or against the Partial Offer, respectively. If the total number of Shares inserted in both "FOR" and "AGAINST" boxes exceeds the total number of Shares held by you as at the Record Date, you will be deemed **not** to have voted for or against the Partial Offer.
  - 4.3
    - (i) If you have inserted an Indication (instead of the number of Shares) only in the "FOR" box, you will be deemed to have voted all your Shares held as at the Record Date for the Partial Offer.
    - (ii) If you have inserted an Indication (instead of the number of Shares) only in the "AGAINST" box, you will be deemed to have voted all your Shares held as at the Record Date against the Partial Offer.
    - (iii) If you have inserted an Indication (instead of the number of Shares) in both the "FOR" and "AGAINST" boxes, you will be deemed **not** to have voted for or against the Partial Offer.
  - 4.4
    - (i) If you have inserted both an Indication and the number of Shares in the same box in Part A of this FAT, only the number of Shares inserted in the box will be taken into account and the Indication will be disregarded.
    - (ii) If you have inserted an Indication in one box and the number of Shares in another box in Part A of this FAT, you will be deemed to have voted (a) the number of Shares inserted in the latter box for or against the Partial Offer (as the case may be) and (b) the remainder of your Shares held as at the Record Date, if any, against or for the Partial Offer (as the case may be).
  - 4.5 If you have neither inserted (i) the number of Shares nor (ii) an Indication in Part A of this FAT, you will be deemed **not** to have voted either for or against the Partial Offer.
  - 4.6 For the purposes of this FAT, an "**Indication**" is defined as a tick, cross or such other forms of annotation to be determined by the Offeror in its absolute discretion for the purpose of ascertaining your voting intention.
5. **Tendering Shares for acceptances under the Partial Offer.**
  - 5.1 Please insert in Section (A) of Part B of this FAT the number of Relevant Percentage Offer Shares you wish to accept under the Partial Offer. Subject to paragraphs 5.2 to 5.9 below, you may accept the Partial Offer in excess of the total number of your Relevant Percentage Offer Shares by inserting the number of Excess Shares in Section (B) of Part B of this FAT. You may tender your Shares in acceptance of the Partial Offer in accordance, *inter alia*, with this paragraph 5 and the provisions of the Offer Document by completing Part B of this FAT and signing in the signature block at the end of this FAT.
  - 5.2 Subject to the Partial Offer becoming unconditional as described in the Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire 26,510,000 Offer Shares representing 20.26% of the total issued Shares such that the Offeror and parties acting in concert with the Offeror have a total interest of 50.2% immediately following the completion of the Partial Offer. Acceptances in excess of the Offer Shares will be scaled down proportionately but in a manner which minimises the number of new odd-lot shareholdings as the Offeror may, in its absolute discretion, deem fit in the interests of the Offeror. None of the Offeror, W Capital or RHT Corporate Advisory Pte. Ltd. will take responsibility or liability for the consequences of such a decision.
  - 5.3 In determining the number of Offer Shares for which the Partial Offer is made, fractions of a Share will be disregarded.
  - 5.4 Please note that (i) if you have inserted the number of Shares in Section (A) of Part B of this FAT (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed to have accepted the Partial Offer in respect of such number of Shares so inserted in Section (A) of Part B of this FAT and (ii) if you have inserted the number of Shares in Section (B) of Part B of this FAT, you shall be deemed to have tendered, subject to the provisions of paragraph 5.2 above, such number of Shares for acceptance as Excess Shares under the Partial Offer. In all instances, the total number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the lower of (a) the number of Shares represented by the attached share certificate(s) save where such share certificate(s) is/are not readily available or is/are lost as provided under paragraph 1 above or (b) the number of Shares held by you as at the Record Date.
  - 5.5 If the number of Shares inserted in Section (A) of Part B of this FAT exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to the provisions of paragraph 5.2 above, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (a) the difference between the total number of Shares inserted in Section (A) of Part B of this FAT and all your Relevant Percentage Offer Shares and (b) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.

- 5.6 If you want to accept the Partial Offer only in respect of part or all your Relevant Percentage Offer Shares under Section (A) of Part B of this FAT and do not want to tender any Excess Shares for acceptance, please ensure that you insert the number of Relevant Percentage Offer Shares in Section (A) and leave Section (B) of Part B of this FAT blank.
- 5.7. If you insert the number of Shares only in Section (B) of Part B of this FAT, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to the provisions of paragraph 5.2 above, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (a) the difference between the total number of Shares inserted in Section (B) of Part B of this FAT and all your Relevant Percentage Offer Shares and (b) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.
- 5.8 Subject to the provisions of paragraphs 5.1 to 5.7 above, you must ensure that you have attached the share certificate(s) for not less than the relevant number of Shares which you have tendered for acceptance under the Partial Offer, failing which you will be deemed to have accepted the Partial Offer in respect of such number of the Shares (if any) which are represented by the attached share certificate(s).
- 5.9 If Section (A) and Section (B) of Part B of this FAT have been left blank or the insertions in Section (A) and/or Section (B) of Part B of this FAT are not in terms of the number of Shares held by you (including insertions of ticks, crosses or percentages in Section (A) and/or Section (B) of Part B of this FAT), you will be deemed **not** have accepted the Partial Offer and your acceptance will be rejected.
6. **Date of FAT. Please do not date this FAT or insert the name of the Transferee.** This will be done on your behalf by a person nominated by the Offeror.
7. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, express air mail) to the Shareholder for execution, or if he has executed a Power of Attorney, this FAT may be signed by the attorney but the attorney's signature in this FAT must be accompanied by a statement reading "**signed under the Power of Attorney which is still in force, no notice of revocation having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.
8. **Sole Shareholder Deceased.** If the sole Shareholder is deceased and if:
- (i) the Grant of Probate or Letters of Administration has been registered with the company secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and delivered to **Prime Trade Enterprises Limited, c/o RHT Corporate Advisory Pte. Ltd., 9 Raffles Place, #29-01 Republic Plaza Tower 1, Singapore 048619**; or
  - (ii) the Grant of Probate or Letters of Administration has not been registered with the company secretary of the Company, the personal representative(s) of the deceased must go to **Prime Trade Enterprises Limited, c/o RHT Corporate Advisory Pte. Ltd., 9 Raffles Place, #29-01 Republic Plaza Tower 1, Singapore 048619** personally together with the original Grant of Probate or Letters of Administration before submitting this FAT.
9. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving joint Shareholder(s) and lodged with **Prime Trade Enterprises Limited, c/o RHT Corporate Advisory Pte. Ltd., 9 Raffles Place, #29-01 Republic Plaza Tower 1, Singapore 048619**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased joint Shareholder.
10. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate(s), please carry out the following steps:
- (i) **Incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed this FAT are one and the same;
  - (ii) **Incorrect address.** Please write the correct address on this FAT; and
  - (ii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
11. **Disclaimer and Discretion.** The Offeror, W Capital and RHT Corporate Advisory Pte. Ltd. will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any vote on and/or acceptance of the Partial Offer through this FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not in its originality or invalid in any respect. If you wish to vote on and/or accept the Partial Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any vote on and/or acceptance will be final and binding and none of the Offeror, W Capital and RHT Corporate Advisory Pte. Ltd. accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and W Capital reserve the right to treat votes on and/or acceptances of the Partial Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAT, or if made otherwise than in accordance with the provisions of the Offer Document and the instructions printed on this FAT.
12. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s) or any other document(s) will be given by the Offeror, W Capital or RHT Corporate Advisory Pte. Ltd.
13. **Risk of Posting.** All communications, notices, documents and remittances to be sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) will be sent by ordinary post to your respective mailing addresses as they appear in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.
14. **Conclusive Evidence.** Delivery of the duly completed and signed FAT, together with the relevant share certificate(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror or its agents shall be conclusive evidence in favour of the Transferee of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.
15. **Governing Law and Third Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the vote on and/or acceptance of the Partial Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Partial Offer, the Offer Document and this FAT has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
16. **By completing and delivering this FAT, you (i) consent to the collection, use and disclosure of your personal data by the Offeror, W Capital, RHT Corporate Advisory Pte. Ltd. and Thakral Corporation Ltd (the "Relevant Persons") for the purpose of facilitating your acceptance of the Partial Offer, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, regulations and/or guidelines; and (iii) agree that you will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.**