

THIS FORM OF EXERCISE AND TRANSFER ("FET") FOR EXERCISE SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FET 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 FET RELATES TO THE OFFER (AS DEFINED BELOW) AND THE LETTER TO SHAREHOLDERS BY THE OFFEROR DATED 23 JULY 2024 (THE "NOTIFICATION LETTER"). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FET BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE NOTIFICATION LETTER. THE EXERCISE OF THE S215(3) RIGHT TO REQUIRE THE OFFEROR TO ACQUIRE OFFER SHARES WHICH HAVE NOT BEEN TENDERED IN ACCEPTANCE OF THE OFFER (THE "EXERCISE SHARES") BY SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") AS SHOWN IN THE REGISTER OF MEMBERS ("REGISTER") OF THE COMPANY (AS DEFINED BELOW) MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE NOTIFICATION LETTER CAREFULLY.

**EXERCISE OF SHAREHOLDER RIGHT UNDER SECTION 215(3) OF THE COMPANIES ACT 1967
PURSUANT TO THE VOLUNTARY UNCONDITIONAL GENERAL OFFER ("OFFER")**

**FOR
GREAT EASTERN HOLDINGS LIMITED ("COMPANY" OR "GEH")
FORM OF EXERCISE AND TRANSFER FOR EXERCISE SHARES**

(THIS FET NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. ("REGISTRAR") IF YOU DO NOT WISH TO EXERCISE YOUR S215(3) RIGHT)

Part A: Number of Exercise Shares Tendered Pursuant to the Exercise of the S215(3) Right	Part B: Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$25.60 in cash for each Exercise Share	

NOTE: Please refer to paragraph 1 on page 2 of this FET for instructions on inserting the number of Exercise Shares above. Last date and time for exercise of the S215(3) Right: 5.30 p.m (Singapore time) on 23 October 2024 (the "Expiry Date").

I/We, _____ (Passport/NRIC/Company Registration Number) _____
 (Full name(s) of Shareholder and joint Shareholder(s), if any)
 Of (Address) _____
 Telephone No. (Office/Home): _____ (Handphone): _____
 E-mail: _____

do hereby exercise the S215(3) Right and transfer to the Offeror or any person nominated in writing by the Offeror (the Offeror or such person hereinafter called the "Transferee") the Exercise Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above. If no number is inserted, or if the number inserted in Part A exceeds the number of Exercise Shares represented by the attached share certificate(s), then the exercise of the S215(3) Right will be deemed to be in respect of the total holdings of the Shareholder(s) comprised in the share certificate(s) accompanying this FET.

The consideration for the exercise of the S215(3) Right is the Exercise Price, being S\$25.60 in cash for each Exercise Share, as stated in the Notification Letter.

My/Our exercise of the S215(3) Right at the Exercise Price, by way of completion, execution and submission of this FET, is subject to the terms and conditions set out in this FET and in the Notification Letter.

Irrevocable Exercise. My/Our completion, execution and submission of this FET shall constitute my/our irrevocable exercise of the S215(3) Right upon the terms and subject to the conditions contained in the Notification Letter and this FET. Except as expressly provided in the Notification Letter and the Code, any exercise of the S215(3) Right shall be irrevocable.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to the exercise of the S215(3) Right and the transfer of the above-mentioned Exercise Shares stated in Part A above to the Transferee, and to enable the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Exercise Shares as specified in the Notification Letter.

Warranty. I/We unconditionally and irrevocably warrant, inter alia, that the Exercise Shares in respect of which the S215(3) Right is exercised by me/us as or on behalf of the beneficial owner(s) thereof are, and when transferred to the Transferee, will be (i) fully paid; (ii) free from any Encumbrances; and (iii) together with all rights, benefits and entitlements attached thereto as at 10 May 2024 ("Offer Announcement Date") and thereafter attaching thereto, including the right to receive and retain all dividends, rights, other distributions and/or return of capital, whether in cash or in kind (if any) declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Transferee to date this FET and to complete the particulars of the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques in Singapore currency drawn in a bank operating in Singapore for the appropriate amounts, being the consideration for the Exercise Shares payable to me/us in respect of which I/we have exercised the S215(3) Right, by ordinary post at my/our own risk to the address stated above or, if none is set out, to me/us (or my/our designated agent or, in the case of joint Exercising Shareholders who have not designated any agent, to the joint Exercising Shareholder first-named in the Register) at the relevant address as stated in the records of the Register, by ordinary post at my/our risk.

If you wish to exercise the S215(3) Right, please sign below.

PLEASE SIGN HERE

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of: _____)
 Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

Signature of Shareholder/first-named joint Shareholder

Signed, sealed and delivered by the above-named joint Shareholder in the presence of: _____)
 Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 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 FET must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FET must be executed as a deed under its common seal, the common seal being affixed and witnessed in accordance with its Constitution and/or 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 FET as a deed, this FET 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 exercises the S215(3) Right in respect of the number of Exercise Shares as specified or comprised in this FET subject to the terms and conditions in the Notification Letter and this FET. Executed and delivered as a deed by

Director

Director/Secretary

for and on behalf of **OVERSEA-CHINESE BANKING CORPORATION LIMITED**

INSTRUCTIONS

This FET is for the use of Shareholders who wish to exercise the S215(3) Right in respect of all or part of the total number of Exercise 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 Exercise Shares beneficially owned by them and who wish to exercise the S215(3) Right in respect of such Exercise Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Notification Letter and ending on the Expiry Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Exercise Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Exercise Shares in time for them to exercise the S215(3) Right. This FET and the provisions herein constitute an integral part of the Notification Letter. Further provisions relating to the exercise of the S215(3) Right are set out under the Appendix of the Notification Letter under the section titled "Procedures for Exercise of the S215(3) Right".

This FET has been sent to you on the understanding that all your Exercise Shares are registered in your name. If, however, you have Exercise Shares which are held on your behalf by CDP and you wish to exercise the S215(3) Right in respect of some or all of those Exercise Shares, you should complete, sign and return at your own risk, the Form of Exercise and Authorisation for Exercise Shares ("FEA") in accordance with the instructions printed thereon in respect of such Exercise Shares which are held on your behalf by CDP. A copy of the FEA may be obtained upon production of satisfactory evidence that you are a shareholder of the Company from CDP, by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com). An electronic copy of the FEA may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Exercise by Shareholders.** If you wish to exercise the S215(3) Right in respect of all or any of your Exercise Shares, you should:
 - (i) complete page 1 of this FET in accordance with the Notification Letter and the instructions printed on this FET. In particular, you must state in Part A of this FET the number of Exercise Shares in respect of which you wish to exercise the S215(3) Right and state in Part B of this FET, the share certificate number(s) of the relevant share certificate(s). If you:
 - (a) do not specify a number in Part A of this FET; or
 - (b) specify a number in Part A of this FET which exceeds the number of Exercise Shares represented by the share certificate(s) attached hereto, you shall be deemed to have exercised the S215(3) Right in respect of the total number of Exercise Shares represented by the share certificate(s) attached hereto;
 - (ii) sign this FET in accordance with the Notification Letter and the instructions printed on this FET; and
 - (iii) deliver:
 - (a) the duly completed and signed FET in its entirety (no part may be detached or otherwise mutilated);
 - (b) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Registrar relating to the Exercise Shares in respect of which you wish to exercise the S215(3) Right;
 - (c) where such Exercise Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Transferee or a person authorised by it); and
 - (d) any other relevant document(s), either:
 - (I) by hand, to **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**; or
 - (II) by post, to **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. If the completed and signed FET is delivered by post to the Offeror, please use the pre-addressed envelope at your own risk which is enclosed with this FET, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore, in either case so as to arrive **NO LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE EXPIRY DATE**. If the completed and signed FET is delivered by post to the Offeror, please use the pre-addressed envelope at your own risk which is enclosed with this FET, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the consideration under the S215(3) Right cannot be made until all relevant documents have been properly completed and delivered. Any exercise of the S215(3) Right in the form of this FET received by Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at the address listed above on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
2. **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 FET, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Exercise Shares and stamped, with the particulars of the transferee left blank (to be completed by the Transferee or a person authorised by it).
3. **Date of FET. Please do not date this FET or insert the name of the Transferee.** This will be done on your behalf by a person nominated by the Offeror or the Transferee.
4. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Exercise Shares but do not have the relevant share certificate(s) relating to such Exercise Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Notification Letter and this FET. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror, is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. This FET should nevertheless be completed and delivered as above if you wish to exercise the S215(3) Right. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Expiry Date.
5. **No Acknowledgements.** No acknowledgement of receipt of any FET, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror or the Registrar.
6. **Shareholder Abroad.** If the Shareholder is away from home, for example, abroad or on holiday, this FET should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Notification Letter, 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 FET may be signed by the attorney but the attorney's signature in this FET 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 FET. No other signatures are acceptable.
7. **Shareholder Deceased.** If the sole Shareholder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration has been registered with the Registrar of the Company, this FET must be completed and signed by all the personal representative(s) of the deceased and lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**; or
 - (ii) the Grant of Probate or Letters of Administration has not been registered with the Registrar of the Company, all the personal representative(s) of the deceased must go to the Registrar of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Registrar of the Company first, before submitting this FET. The Grant of Probate or Letters of Administration must be lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632** before the personal representative(s) of the deceased can effect the transfer of the Exercise Shares to which this FET relates.
8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FET must be signed by all the surviving joint Shareholder(s) and lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation, in respect of the deceased Shareholder.
9. **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 FET 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 FET are one and the same;
 - (ii) **Incorrect address.** Please write the correct address on this FET; and
 - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FET for noting.
10. **Disclaimer.** Each of the Offeror and the Registrar will be authorised and entitled, in their absolute discretion, to reject any exercise of the S215(3) Right which is not entirely in order or which does not comply with the provisions and instructions contained in the Notification Letter and in this form or the electronic form of this FET or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to exercise the S215(3) Right, it is your responsibility to ensure that this FET is properly completed in all respects and that this FET is submitted with original signature(s) and all required documents (where applicable) are provided. Any decision to reject any exercise of the S215(3) Right through this FET will be final and binding and neither the Registrar nor the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror reserves the right to treat any exercise of the S215(3) Right as valid if received by or on its behalf at any place or places determined by it otherwise than as stated in the Notification Letter or in this FET, as the case may be, or if made otherwise than in accordance with the provisions of the Notification Letter and the instructions contained in this FET. The Registrar takes no responsibility for any decision made by the Offeror.
11. **Risk of Posting.** All communications, certificates, notices, documents and remittances to be delivered or sent to you (or your designated agent or, in the case of joint Exercising 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 addresses as they appear in the records of the Registrar (or for the purposes of remittances only, to such address as may be specified in this FET) at your own risk. Neither the Offeror nor the Registrar accepts any responsibility or liability for the loss in transmission of any communication, certificate, notice, document or remittance.
12. **Conclusive Evidence.** Delivery of this duly completed and signed FET, together with the relevant share certificate(s) and/or other document(s) of title (where applicable) and/or any other relevant document(s) required by the Offeror and/or the Registrar, to the Offeror and/or the Registrar, as the case may be, shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person(s) signing it to deal with the same and with the Exercise Shares to which it relates. The Offeror and/or the Registrar shall be entitled to assume the accuracy of any information and/or documents submitted together with this FET and shall not be required to verify or question the validity of the same.
13. **Personal Data Privacy.** By completing and delivering this FET, you (i) consent to the collection, use and disclosure of your personal data by the Registrar, the Offeror and GEH ("Relevant Persons") for the purpose of facilitating your exercise of the S215(3) Right, 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.
14. **Governing Law and Third Party Rights.** By completing and delivering this FET, you agree that the agreement arising from the exercise of the S215(3) Right 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 otherwise expressly provided in this FET or the Notification Letter, a person who is not a party to any contracts made pursuant to the exercise of the S215(3) Right and this FET has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein and in the Notification Letter, 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.