

THIS FORM OF EXERCISE AND TRANSFER FOR SHARES (THE "FET") IS IMPORTANT. THIS FET IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY SHAREHOLDERS WHOSE SHARES (AS DEFINED BELOW) ARE NOT DEPOSITED WITH THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP"). IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FET RELATES TO THE NOTICE TO NON-ASSENTING SHAREHOLDERS ("FORM 58") DATED 10 JANUARY 2025. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FET SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT DATED 11 NOVEMBER 2024 IN RELATION TO THE MANDATORY CONDITIONAL CASH OFFER (THE "OFFER") BY UNITED OVERSEAS BANK LIMITED ("UOB"), FOR AND ON BEHALF OF PATEC PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL ISSUED AND PAID-UP ORDINARY SHARES (THE "SHARES") IN THE CAPITAL OF BROADWAY INDUSTRIAL GROUP LIMITED (THE "COMPANY"), OTHER THAN SHARES HELD IN TREASURY AND THOSE SHARES ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AS AT THE DATE OF THE OFFER.

**RIGHTS OF SHAREHOLDERS OF BROADWAY INDUSTRIAL GROUP LIMITED UNDER SECTION 215(3) (THE "SECTION 215(3) RIGHT") OF THE COMPANIES ACT 1967 OF SINGAPORE (THE "ACT")  
FORM OF EXERCISE AND TRANSFER FOR SHARES**

(THIS FET NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. ("SHARE REGISTRAR") IF YOU DO NOT WISH TO EXERCISE YOUR SECTION 215(3) RIGHT)

(A) Number of Shares in respect of which you wish to exercise your Section 215(3) Right	(B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$0.197 in cash for each Share	

**NOTE: Please refer to paragraph 1 on page 2 of this FET for instructions on inserting the number of Shares above. Last time and date for exercising your Section 215(3) Right: 5.30 p.m. (Singapore time) on 10 April 2025 (the "Expiry Date").**

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

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Shares as stated in Section (A) above comprised in the share certificate(s) stated in Section (B) above.

The consideration for the exercise of the Section 215(3) Right is S\$0.197 in cash for each Share, subject to the terms as set out in the letter dated 10 January 2025 in relation to, *inter alia*, your Section 215(3) Right (the "Notification Letter") and this FET.

My/Our exercise of my/our Section 215(3) Right, by way of completion, execution and submission of this FET, is subject to the terms and conditions set out in the Notification Letter and this FET.

**Section 215(3) of the Act.** My/Our completion, execution and submission of this FET shall constitute my/our unconditional and irrevocable notice to the Offeror that I/we require the Offeror to acquire the number of Shares stated in Section (A) above under Section 215(3) of the Act, upon the terms and subject to the conditions contained in the Notification Letter and this FET.

**Assistance.** I/We unconditionally and irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such exercise of my/our Section 215(3) Right and the transfer of the Shares stated in Section (A) above to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Shares as specified in the Notification Letter and this FET.

**Warranty.** I/We unconditionally and irrevocably warrant that the Shares in respect of which I/we have exercised my/our Section 215(3) Right are, and when transferred to the Offeror or the Transferee, will be (a) fully paid-up; (b) free from all Encumbrances; and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights, other distributions and return of capital, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date.

**Authorisation.** I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FET and to complete the particulars of the Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send a Singapore Dollar crossed cheque drawn on a bank operating in Singapore for the appropriate amount being the consideration for the Shares payable to me/us by ordinary post at my/our own risk 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.

If you wish to exercise your Section 215(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 second-named joint Shareholder in the presence of: \_\_\_\_\_ )  
 Witness' Signature: \_\_\_\_\_ )  
 Name: \_\_\_\_\_ )  
 NRIC/Passport No.: \_\_\_\_\_ )  
 Address: \_\_\_\_\_ )  
 Occupation: \_\_\_\_\_ )

\_\_\_\_\_  
Signature of second-named joint Shareholder, if any

**FOR CORPORATE SHAREHOLDERS**

Executed as a deed by the above-named Shareholder in accordance with Section 41B(1) of the Companies Act 1967 of Singapore )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Director Director/Secretary/Witness

**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 under its common seal, the seal being affixed and witnessed in accordance with its Constitution and/or relevant 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, 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 Offeror/Transferee hereby accepts the transfer of the number of Shares as specified or comprised in this FET subject to the terms and conditions in the Notification Letter and this FET. )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Director Director/Secretary

## INSTRUCTIONS

This FET is for the use of Shareholders who wish to exercise their Section 215(3) Right in respect of all or part of the total number of Shares represented by share certificate(s) held by them which have not been deposited with CDP. Shareholders who hold the share certificate(s) for the Shares beneficially owned by them and who wish to exercise their Section 215(3) Right in respect of such Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of Form 58 and ending on the Expiry Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Shares in time for them to exercise their Section 215(3) Right.

This FET has been sent to you on the understanding that all your Shares are registered in your name. If, however, you have Shares which are held on your behalf by CDP and you wish to exercise your Section 215(3) Right in respect of some or all of those Shares, you should complete, sign and submit at your own risk, the Form of Exercise and Authorisation for Shares (the "FEA") in accordance with the instructions printed thereon. A copy of the FEA may be obtained upon production of satisfactory evidence that you are a Shareholder or have purchased Shares on the Singapore Exchange Securities Trading Limited ("SGX-ST") (as the case may be) from CDP, by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services ([asksgx@sgx.com](mailto:asksgx@sgx.com)). Electronic copies of the FEA may also be obtained on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

- Exercise of Section 215(3) Right.** If you wish to exercise your Section 215(3) Right, you should:
  - complete page 1 of this FET in accordance with the Notification Letter and the provisions and instructions printed on this FET (which provisions and instructions shall be deemed to form part of the terms for the exercise of your Section 215(3) Right). In particular, you must state in Section (A) the number of Shares in respect of which you wish to exercise your Section 215(3) Right and state in Section (B), the share certificate number(s) of the relevant share certificate(s). If you:
    - do not specify a number in Section (A); or
    - specify a number in Section (A) which exceeds the number of Shares as represented by the share certificate(s) and/or other document(s) of title accompanying this FET, you shall be deemed to have exercised your Section 215(3) Right in respect of all the Shares represented by the share certificate(s) and/or other document(s) of title accompanying this FET;
  - sign this FET in accordance with the Notification Letter and the provisions and instructions printed on this FET; and
  - deliver:
    - the duly completed and signed original of this FET in its entirety (no part may be detached or otherwise mutilated);
    - the share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror relating to the Shares in respect of which you wish to exercise your Section 215(3) Right; and
    - any other relevant document(s),either by hand or by post in the enclosed pre-addressed envelope, at your own risk, to **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE EXPIRY DATE**. This FET must be sent in its entirety to **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, duly completed and signed in its originality in accordance with these instructions and no part may be detached or otherwise mutilated. Settlement of the consideration pursuant to the exercise of your Section 215(3) Right will be subject to, amongst other things, the receipt of all relevant documents, properly completed. Any exercise of your Section 215(3) Right in the form of this FET received by **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd.**, at the address listed above on Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
- Unregistered Shareholding.** If your Shares are represented by share certificate(s) which are not registered with the Company in your own name, you must send in, at your own risk, the relevant share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror together with this duly completed and signed original FET in its entirety (no part may be detached or otherwise mutilated), accompanied by transfer form(s), duly completed and executed by the person(s) registered with the Company as the holder(s) of the Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by it).
- Unavailable/Missing Documents.** If you are recorded in the Register as holding Shares but do not have the relevant share certificate(s) relating to such 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. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**. This FET should nevertheless be completed and delivered as above if you wish to exercise your Section 215(3) Right. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd.**, as soon as possible thereafter but in any event to arrive not later than 5.30 p.m. (Singapore time) on the Expiry Date.
- Date of FET.** Please do not date this FET or insert the name of the Offeror or the Transferee. This will be done on your behalf by a person nominated by the Offeror or the Transferee.
- No Acknowledgements.** No acknowledgement of receipt of any FET, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) will be given by the Offeror, UOB or the Share Registrar.
- Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FET should be sent by the quickest means (for example, express air mail) to the Shareholder for completion and execution. 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 stating that this FET is "signed under a 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.
- Deceased Shareholders.** If the sole Shareholder is deceased and if:
  - the Grant of Probate or Letters of Administration have been registered and lodged with the Share Registrar, this FET must be completed and signed by all the personal representative(s) of the deceased and submitted to **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
  - the Grant of Probate or Letters of Administration have not been registered and lodged with the Share Registrar, all the personal representative(s) of the deceased must personally proceed together to **Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with the Share Registrar before the personal representative(s) of the deceased can effect the transfer of the Shares.
- Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FET must be completed and signed by all the surviving joint Shareholder(s) and lodged with **Patec Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, 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.
- 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:
  - 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;
  - Incorrect address.** Please write the correct address on this FET; and
  - Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FET for noting.
- Disclaimer and Discretion.** It is your responsibility to ensure that the FET is properly completed in all respects and that this FET is submitted with original signature(s) and that all required documents are provided. The Offeror, UOB and/or the Share Registrar will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any exercise of your Section 215(3) Right through this FET which does not comply with the provisions and instructions contained in the Notification Letter and this FET or which is not accompanied by the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject or treat as valid any exercise of your Section 215(3) Right and this FET on the grounds that it has been incompletely, incorrectly or invalidly signed, completed or submitted unsigned or signed but not in its originality will be final and binding and none of the Offeror, UOB or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and UOB each reserves the right to treat any exercise of your Section 215(3) Right 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 Notification Letter, or in this FET, as the case may be, or if made otherwise than in accordance with the Notification Letter or the instructions contained in this FET.
- Risk of Posting.** All communications, notices, certificates, documents and remittances to be delivered or 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) will be sent by ordinary post to your address as it appears in this FET or in the Register (if no such address is indicated in this FET) at your sole risk.
- Conclusive Evidence.** Submission of the duly completed and signed original of this FET, 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 Offeror, CDP, UOB and the Share Registrar of the right and title of the person(s) signing it to deal with the same and with the Shares to which it relates.
- Liability.** You agree that neither the Offeror, UOB nor the Share Registrar shall be liable for any action or omission in respect of this form, any FET and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, UOB, the Share Registrar and their respective affiliates, directors, officers, employees and agents ("Indemnified Parties") against (a) any claim, demand, action or proceeding made or initiated against, and/or (b) all losses, damages, costs and expenses (including all legal costs and expenses) suffered or incurred by any of the Indemnified Parties as a result of or in relation to this form, any FET and/or any information and/or documents submitted therewith.
- Personal Data Privacy.** By completing and submitting this FET, you (a) consent to the collection, use and disclosure of your personal data by the Offeror, UOB, CDP, the Share Registrar, CPF Board, the SGX-ST, Securities Clearing and Computer Services (Pte) Ltd and the Company (collectively, the "Relevant Persons") or any persons designated by the Relevant Persons in connection with the purpose of facilitating the exercise of your Section 215(3) Right, and in order for the Relevant Persons or such designated person to comply with any applicable laws, listing rules, regulations and/or guidelines; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws; and (c) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.
- Third Party Rights.** Unless expressly provided otherwise in the Notification Letter and this FET, a person who is not a party to any contracts made pursuant to the Form 58, the Notification Letter 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.
- Governing Law.** By completing, signing and submitting the original of this FET, you agree that the agreement arising from the exercise of your Section 215(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.