



## INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of the total number of Offer 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 accept the 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 accept the Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document under the section titled "Procedures for Acceptance of the Offer".

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those 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 and the Offer Document. A copy of the FAA may be obtained from CDP by submitting a request to CDP via phone (+65 6535 7511) or email (asksgx@sgx.com). Electronic copies of the FAA may also be obtained on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

1. **Acceptance by Shareholders.** If you wish to accept the Offer in respect of all or any of your Offer Shares using this FAT, you should:
  - (i) complete this FAT in accordance with the provisions in the Offer Document and the instructions printed on this FAT (which provisions and instructions shall be deemed to form part of the terms and conditions of the Offer). In particular, you must state in Part A of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in Part B of this FAT, the share certificate number(s) of the relevant share certificate(s). If you:
    - (a) do not specify a number in Part A of this FAT; or
    - (b) specify a number in Part A of this FAT which exceeds the number of Offer Shares represented by the share certificate(s) attached hereto, you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) attached hereto;
  - (ii) sign this FAT in accordance with the Offer Document and the instructions printed on this FAT; and
  - (iii) deliver:
    - (a) the duly completed and signed FAT 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 Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer 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 Offer Document and this FAT;
    - (c) where such Offer 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 Offeror or the Transferee or a person authorised by it); and
    - (d) any other relevant document(s), either:
      - (I) **by hand** to TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621; or
      - (II) **by post**, at your own risk, using the enclosed pre-addressed envelope to TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621. If the completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope at your own risk, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore.

in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. Proof of posting is not proof of receipt by the Offeror at the above addresses. Settlement of the consideration under the Offer, in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, cannot be made until all relevant documents have been properly completed and delivered.
2. **Unregistered Shareholding.** If your Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, 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 and/or the Registrar together with this FAT, accompanied by the transfer form(s) duly completed and executed by the person registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by Offeror or the Transferee or a person authorised by it).
3. **Date of FAT. Please do not date this FAT 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.
4. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer 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 Offer Document and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Receiving Agent, is/are not readily available or is/are lost, please contact **KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621** as soon as possible thereafter and in any event not later than 5.30 p.m. (Singapore time) on the Closing Date.
5. **No Acknowledgements.** No acknowledgement or receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, Oversea-Chinese Banking Corporation Limited ("OCBC Bank") or the Receiving Agent.
6. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, 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.
7. **Deceased Shareholder**
  - (i) **If the sole Shareholder is deceased and if:**
    - (a) the Grant of Probate or Letters of Administration has been registered and lodged with the share registrar of the Company (the "Registrar"), this FAT must be signed by all the personal representative(s) of the deceased and lodged with **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621** or by post at your own risk using the enclosed pre-addressed envelope to **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**; or
    - (b) the Grant of Probate or Letters of Administration has not been registered and lodged with the Registrar, all the personal representative(s) of the deceased must go to the Registrar personally together to register and lodge the original Grant of Probate or Letters of Administration with the Registrar first, before submitting this FAT. The Grant of Probate or Letters of Administration must be lodged with **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621** before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.
  - (ii) **If one of the joint Shareholders is deceased,** this FAT must be signed by **ALL** surviving joint Shareholder(s) and lodged with **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, accompanied by the certified true copy of the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentations, in respect of the deceased Shareholder.
8. **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 enclose a certified true copy of your identification document showing the correct address; and
  - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
9. **Disclaimer and Discretion.** Each of the Offeror, OCBC Bank and the Receiving Agent will be authorised and entitled, in its sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the provisions and instructions contained in the Offer Document and in this FAT, as the case may be, or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed in all respects and that this FAT should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject this FAT on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted or treat as valid any acceptance will be final and binding and none of OCBC Bank, the Receiving Agent and/or the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror, OCBC Bank and the Receiving Agent each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAT, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this FAT. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror, OCBC Bank and the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences thereof. Acceptances in the form of this FAT received by the Receiving Agent on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day.
10. **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 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 at the risk of the person(s) entitled thereto to your respective mailing addresses as they appear in the records of the Register (or for the purposes of remittances only, to such different name and address as may be specified in this FAT, at your own risk).
11. **Conclusive Evidence.** Delivery of this duly completed and signed FAT, together with the relevant share certificate(s), other document(s) of title (where applicable) and/or any other relevant document(s) required by the Offeror and/or the Receiving Agent, to **TKL & Family Pte. Ltd. c/o KCK CorpServe Pte. Ltd. at 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, shall be conclusive evidence in favour of the Offeror, the Transferee, OCBC Bank and the Receiving Agent 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. The Offeror, OCBC Bank, and/or the Receiving Agent shall be entitled to assume the accuracy of any information and/or documents submitted together with any FAT, as the case may be, and shall not be required to verify or question the validity of the same.
12. **Liability.** You agree that none of the Offeror, OCBC Bank, and/or the Receiving Agent shall be liable for any action or omission in respect of this FAT and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, OCBC Bank, and/or the Receiving Agent and their respective affiliates, directors, officers, employees and agents ("Indemnified Parties") against (i) any claim, demand, action or proceeding made or initiated against; and/or (ii) 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 FAT and/or any information and/or documents submitted therewith. For the avoidance of doubt, the Offeror, OCBC Bank, and/or the Receiving Agent, as the case may be, shall not be liable for any loss in transmission of this FAT.
13. **Personal Data Privacy.** By completing and delivering this FAT, you (i) consent to the collection, use and disclosure of your personal data by the Receiving Agent, the Offeror, OCBC Bank and the Company (the "Relevant Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines (including but not limited to the Code); (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 FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of the Republic 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 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.