

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES ("FAT") IS IMPORTANT. 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 FAT RELATES TO THE OFFER DOCUMENT DATED 21 FEBRUARY 2020 ("OFFER DOCUMENT") ISSUED IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED IN THE OFFER DOCUMENT.

IF YOU ARE A RESIDENT OF OR ARE LOCATED IN A JURISDICTION OUTSIDE OF SINGAPORE OR IF YOU ARE A CUSTODIAN OR TRUSTEE FOR OR NOMINEE OF SUCH A PERSON, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT.

MANDATORY UNCONDITIONAL CASH OFFER (THE "OFFER") BY MAYBANK KIM ENG SECURITIES PTE. LTD. ("MKES"), FOR AND ON BEHALF OF AMCORP SUPREME PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF TEE LAND LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR (THE "OFFER SHARES")

FOR OFFICIAL USE		
Number of Offer Shares	Price	Total Consideration
	S\$0.179 in cash for each Offer Share	

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES
(THIS FAT NEED NOT BE SUBMITTED TO B.A.C.S. PRIVATE LIMITED IF YOU DO NOT WISH TO ACCEPT THE OFFER)

I/We, _____
(Full name of Shareholder and joint Shareholder(s), if any)

of _____
(Address)

Telephone No. (Office/Home): _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called "Transferee").

_____ Offer Shares comprised in share certificate(s) no.(s) _____ (insert number of Offer Shares and share certificate(s) no(s)). If no number is inserted, or if the number inserted exceeds the number of Offer Shares represented by the attached share certificate(s), then the acceptance will be deemed to be in respect of the total holding of the Shareholder(s) comprised in the share certificate(s) accompanying this FAT.

The consideration for acceptance of the Offer is the Offer Price, being S\$0.179 in cash for each Offer Share, as stated in the Offer Document.

The Offeror does not intend to increase the Offer Price and, in accordance with Rule 20.2 of the Singapore Code on Take-overs and Mergers (the "Code"), the Offeror will not be allowed to subsequently increase the Offer Price.

My/Our acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT to B.A.C.S. Private Limited, is subject to the terms and conditions set out in the Offer Document and in this FAT.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT to B.A.C.S. Private Limited shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT.

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 acceptance and the transfer of the above-mentioned Offer Shares 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 Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all claims, liens, equities, mortgages, charges, pledges, encumbrances, rights of pre-emption and other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Pre-Conditional Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all dividends, rights, returns of capital and other distributions (if any) which may be announced, declared, made or paid thereon by the Company on or after the Pre-Conditional Offer Announcement Date).

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT 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 S\$ crossed cheque or cashier's order drawn in a bank operating in Singapore for the appropriate amount being the consideration for the Offer Shares payable to me/us or any other documents (including share certificates) which may be returned to me/us 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 set out in the Register, by ordinary post at my/our own risk.

If you wish to accept the Offer, please sign below.

FOR INDIVIDUAL SHAREHOLDER(S)

Signed, sealed and delivered by the above-named Shareholder in the presence of:-

Witness' Signature: _____)
Name: _____)
NRIC/Passport No.: _____)
Address: _____)
Occupation: _____)

Signature of Shareholder

Signed, sealed and delivered by the above-named joint Shareholder (if any) in the presence of:

Witness' Signature: _____)
Name: _____)
NRIC/Passport No.: _____)
Address: _____)
Occupation: _____)

Signature of joint Shareholder (if any)

FOR CORPORATE SHAREHOLDER

Executed as a deed by a director of the above-named Shareholder in the presence of:

Director

Witness

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 as a deed in accordance with its Constitution, its other constitutive documents, the laws of the country of its incorporation and/or other regulations, so as to be binding on the corporation under the laws of the country of its incorporation. This FAT must be executed under the common seal of a corporation where so required by the law of the country of its incorporation. 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 Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document.

Authorised Signatory

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of their total holding 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) for 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 acceptances are set out in Appendix B 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 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 ("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 Shareholder of the Company or have purchased the Offer Shares on the Singapore Exchange Securities Trading Limited (as the case may be) from **The Central Depository (Pte) Limited at 11 North Buona Vista Drive, #01-19/20, The Metropolis Tower 2, Singapore 138589.**

1. If you wish to accept the Offer, this FAT must be completed and signed strictly in the manner set out on page 1 of this FAT and in accordance with the provisions and instructions of the Offer Document and then forwarded with the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror, either by hand to **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited at 8 Robinson Road, #03-00 ASO Building, Singapore 048544** or by post, in the enclosed pre-addressed envelope at your own risk to **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited at 8 Robinson Road, #03-00 ASO Building, Singapore 048544** in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If your share certificate(s), other document(s) of title and/or any 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), other document(s) of title and/or other relevant document(s) required by the Offeror forwarded to **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544** as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date. The consideration for the Offer Shares in the form of cheque or cashier's order will not be despatched until these documents or satisfactory indemnities and appropriate statutory declarations are received. Notwithstanding the aforesaid, the Offeror, MKES and/or the Share Registrar will be entitled at their sole and absolute discretion to reject any acceptances of the Offer which do not comply with the provisions and instructions contained in the Offer Document and in this FAT or which are 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 are otherwise incomplete, incorrect or invalid in any respect. It is your responsibility to ensure that this FAT is properly completed in all respects. Any decision to reject this FAT on the ground that it has been incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and none of the Offeror, the Transferee, MKES and the Share Registrar accepts any responsibility or liability in relation to such a decision, including the consequences thereof.
2. If your Offer 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 any other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the registered Shareholder(s) and stamped, with the particulars of the Transferee left blank (to be completed by the Offeror or a person authorised by it).
3. If you hold share certificate(s) in respect of the Offer Shares beneficially owned by you and you wish to accept the Offer, you should not deposit your 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).
4. If you deposit the share certificate(s) in respect of the Offer Shares beneficially owned by you with CDP during this period, your Securities Account may not be credited with the relevant number of Offer Shares in time for you to accept the Offer.
5. **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 or the Transferee.
6. If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, 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 signature must be accompanied by a statement reading "**signed under 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 for noting. No other signatures are acceptable.
7. If the sole Shareholder is deceased and if:-
 - (a) the Grant of Probate or Letters of Administration has been registered with B.A.C.S. Private Limited, this FAT must be signed by all the personal representative(s) of the deceased and lodged with **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544**, or
 - (b) the Grant of Probate or Letters of Administration has not been registered with B.A.C.S. Private Limited, all the personal representative(s) of the deceased must go to B.A.C.S. Private Limited personally together to register and lodge the original Grant of Probate or Letters of Administration. However, the original Grant of Probate or Letters of Administration must be lodged with **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544** before the personal representative(s) of the deceased can be registered as transferor(s).
8. If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving joint Shareholder(s) and lodged with **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder.
9. If your name or other particulars are shown incorrectly on the share certificate(s) accompanying this FAT, please carry out the following steps:
 - (a) **Incorrect name.** Please complete this FAT with the correct name and lodge it accompanied by 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;
 - (b) **Incorrect address.** Please write the correct address on this FAT; and
 - (c) **Change of name.** If you have changed your name, please lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
10. Lodgement of this FAT with **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544**, duly completed and signed, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror, shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates.
11. This FAT must be sent in its entirety by hand or by post (in the enclosed pre-addressed envelope at your own risk) to **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544** duly completed and signed in accordance with these instructions, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant documents required by the Offeror, and no part may be detached or otherwise mutilated.
12. 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 Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided to the contrary in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, this FAT and the Offer Document 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 or in the Offer Document, 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.
13. No acknowledgement of the receipt of this FAT, share certificate(s), other document(s) of title, transfer forms and/or other relevant document(s) required by the Offeror will be given by the Offeror or the Share Registrar and all communications, notices, certificates, documents and remittances to be delivered will be sent by ordinary post, at the risk of the person(s) entitled thereto. Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and lodged with **Amcorp Supreme Pte. Ltd. c/o B.A.C.S. Private Limited, 8 Robinson Road, #03-00 ASO Building, Singapore 048544**.
14. If you have accepted the Offer in accordance with the provisions contained herein and in the Offer Document, payment will 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) by ordinary post to your address as it appears in the Register at your own risk (or to such different name and address as may be specified by you in this FAT and at your own risk), by way of a S\$ crossed cheque or cashier's order drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event, within seven (7) Business Days of the date of receipt of your acceptance which is valid and complete in all respects.
15. By completing and submitting this FAT, you (i) consent to the collection, use and disclosure of your personal data by B.A.C.S. Private Limited, the Offeror, MKES and the Company (collectively, the "**Authorised Persons**") for the purpose of facilitating your acceptance of the Offer, and in order for the Authorised Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) agree that you will indemnify the Authorised Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.