THIS FORM OF EXERCISE AND AUTHORISATION (THE "FEA") IS IMPORTANT. THIS FEA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEARS BELOW. 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 FEA RELATES TO THE LETTER TO SHAREHOLDERS OF THE LAND LIMITED (THE "SHAREHOLDERS") DATED 2 APRIL 2020 (THE "LETTER") FROM AMCORP SUPREME PTE. LTD. (THE "OFFEROR") AND THE ENCLOSED NOTICE TO NON-ASSENTING SHAREHOLDER ("FORM 58") DATED 2 APRIL 2020. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FEA BEAR THE SAME MEANING ASCRIBED IN THE LETTER. THE RIGHTS OF SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS"), AS APPEARING IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP"), MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO SEEK THEIR OWN INDEPENDENT LEGAL ADVICE.

### THE OFFEROR INTENDS TO MAINTAIN THE LISTING STATUS OF TEE LAND LIMITED ON THE SGX-ST. YOU DO NOT NEED TO SUBMIT THIS FEA TO CDP IF YOU WISH TO REMAIN A SHAREHOLDER.

## RIGHTS OF SHAREHOLDERS OF TEE LAND LIMITED (THE "COMPANY") UNDER SECTION 215(3) OF THE COMPANIES ACT (CHAPTER 50 OF SINGAPORE) (THE "ACT") FORM OF EXERCISE AND AUTHORISATION

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number/Broker-Linked Balance Identification Number
Last date and time for exercising your rights under Section 215(3) of the Act: 5.30 p.m. (Singapore time) on 2 July 2020 (the "Expiry Date").	If your purchase of the issued and paid-up ordinary shares in the capital of the Company (the "Shares") was settled through your Central Provident Fund ("CPF") or Supplementary Retirement Scheme ("SRS") approved agent bank, finance company or depository agent and you wish to exercise your rights under Section 215(3) of the Act, your exercise of such rights would have to be made through your CPF or SRS approved agent bank included under the CPF Investment Scheme or SRS, finance company or depository agent. In such instances, you need not submit this FEA to CDP. If a Broker-linked Balance Identification Number is indicated above (i.e. where the number does not start with "168"), the Shares are in such Forker-linked Balance. If you wish to exercise your rights in respect of such Shares, you must take the relevant steps to transfer such Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FEA may not be used to exercise your rights in respect of Shares in a Broker- linked Balance. Upon the transfer of Shares to the "Free Balance" of your Securities Account, a FEA in respect of such Shares will be sent to you by CDP, which you may use to exercise your rights in respect of such Shares in the "Free Balance" of your Securities Account.

#### To: AMCORP SUPREME PTE. LTD.

c/o The Central Depository (Pte) Limited

Dear Sirs.

The consideration for the exercise of my/our rights under Section 215(3) of the Act is S\$0.179 in cash for each Share, subject to the terms as set out in the Letter and this FEA. The exercise of my/our rights under Section 215(3) of the Act, by way of completion, execution and submission of this FEA in accordance with Section A below, is subject to the terms and conditions set out in the Letter and this FEA.

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

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 such exercise of my/our rights under Section 215(3) of the Act and the transfer of the Shares stated in Part A below to the Offeror or any person nominated in writing by the Offeror (hereinafter called 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 Letter.

Warranty. I/We unconditionally and irrevocably warrant that the Shares in respect of which I/we have exercised my/our rights under Section 215(3) of the Act 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 13 January 2020 (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). In the event any dividend, right or other distribution or return of capital is announced, declared, paid or made by the Company in respect of the Shares on or after the Pre-Conditional Offer Announcement Date, the Offeror reserves the right to reduce the consideration payable for each Share by an amount equivalent to such dividend, right, other distribution or return of capital.

CDP Authorisation – Blocked Balance. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any transfer/trading of the Shares in respect of which I/we have exercised my/our rights under Section 215(3) of the Act during the period commencing on the date of receipt of this FEA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Shares (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Shares to the "Blocked Balance" of my/our Securities Account).

CDP Authorisation - Transfer. I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Shares in respect of which I/we have exercised my/our rights under Section 215(3) of the Act on the date of settlement of the consideration for such

CDP Authorisation – Disclosure. I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Shares standing to the credit of my/our Securities Account, the number of Shares in respect of which I/we have exercised my/our rights under Section 215(3) of the Act, and any other information to the Offeror, the Transferee, MKES (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of Section 215(3) of the Act and my/our exercise of my/our rights thereunder

Settlement. I/We acknowledge that CDP will send me/us a notification letter stating the number of Shares debited from my/our Securities Account together with payment of the consideration by way of a cheque in S\$ drawn on a bank in Singapore for the appropriate amount, by ordinary post to my/our mailing address as it appears in the records of CDP at my/our own risk or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions within seven (7) Business Days of the date of receipt of this FEA and all relevant documents required by the Offeror.

## SECTION A - EXERCISE THROUGH THIS FEA

I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Shares to the Securities Account of the Offeror or the Transferee maintained with CDP:

		Please indicate the number of Shares in respect of which you wish to exercise your rights under Section 215(3) of the Act	
Part A	Number of Shares now standing to the credit of the "Free Balance" of my/our Securities Accoun in respect of which I/we exercise my/our rights under Section 215(3) of the Act.		
NOTE: Please refer to paragraph 2 on page 2 of this FEA for instructions on inserting the number of Shares above.			
		PLEASE SIGN HERE	
Date	For corporations, pl where appropriate, th	Signature(s)/Thumbprint(s) of Depositor(s)/Joint Depositors. For corporations, please sign as per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.	

# INSTRUCTIONS

This FEA is for the use of Depositors who wish to exercise their rights under Section 215(3) of the Act in respect of all or part of the total number of Shares standing to the credit of the "Free Balance" of their Securities Account as at 5.00 p.m. on 30 March 2020 (the "Balance Capture Date"). This FEA and the provisions herein constitute an integral part of the Letter.

This FEA has been sent to you on the understanding that all your Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Shares and you wish to exercise your right under Section 215(3) of the Act in respect of those Shares, you should complete, sign and submit at your own risk, the Form of Exercise and Transfer for Shares (the "FET") in accordance with the instructions printed thereon. A copy of the FET may be obtained upon production of satisfactory evidence that you are a Shareholder of TEE LAND LIMITED, from B.A.C.S. Private Limited at 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544.

1. Exercise of rights under Section 215(3) of the Act. If you wish to exercise your rights under Section 215(3) of the Act using this FEA, it must be completed and signed strictly in the manner set out in Section A on page 1 and in accordance with the provisions and instructions of this FEA and the duly completed and signed original must be submitted to AMCORP SUPREME PTE. LTD., c/o The Central Depository (Pte) Limited by hand at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589, or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934, in either case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE EXPIRY DATE. Proof of posting is not proof of receipt by the Offeror at the above addresses. It is your responsibility to affix adequate postage on the said envelope for posting.

The Offeror, MKES and CDP will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any exercise of your rights under Section 215(3) of the Act using this FEA which are not entirely in order or which do not comply with the provisions and instructions contained in this FEA or which are otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. It is your responsibility to ensure that this FEA is properly completed in all respects, signed in its originality and all supporting documents, where applicable, are provided. Any decision to reject this FEA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted, or signed but not in its originality will be final and binding and none of the Offeror, MKES or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and MKES reserve the right to treat any exercise of the rights under Section 215(3) of the Act 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 this FEA or if made otherwise than in accordance with the provisions of this FEA. CDP takes no responsibility for any decision made by the Offeror or MKES. Any exercise of your rights under Section 215(3) of the Act in the form of this FEA and received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

- 2. Exercise by Depositors whose Securities Accounts are credited with Shares. Please insert in Part A on page 1 of this FEA the number of Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you have exercised your rights under Section 215(3) of the Act.
  - (a) If the number of Shares inserted in Part A on page 1 of this FEA exceeds the number of Shares standing to the credit of the "Free Balance" of your Securities Account (1) as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) as at 5.00 p.m. (Singapore time) on the date of receipt of this FEA by CDP (the "Date of Receipt") or, in the case where the Date of Receipt is on the Expiry Date, as at 5.30 p.m. (Singapore time) on the Expiry Date (provided always that the Date of Receipt is on or before the Expiry Date); or
  - (b) If no such number of Shares is inserted in Part A on page 1 of this FEA,

you are deemed to have exercised your rights under Section 215(3) of the Act in respect of the lower of (1) all the Shares already standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Balance Capture Date; or (2) all the Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. (Singapore time) on the Expiry Date (if this FEA is received by CDP on the Expiry Date).

- 3. Exercise via SGX-SFG service (This section is applicable to Depository agents only). Depository Agents may exercise any right under Section 215(3) of the Act in respect of such Shares via the SGX-SFG service provided by CDP, as listed in the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive any exercise of the right under Section 215(3) of the Act for and on its behalf. Such exercise will be deemed irrevocable and subject to each of the terms and conditions contained in this FEA and the Letter as if this FEA had been completed, signed in its originality and delivered to CDP.
- 4. Depositor Abroad. If a Depositor is away from home, for example, abroad or on holiday, this FEA should be sent by the quickest means (for example, express air mail) to the Depositor for completion and execution, or if he has executed a Power of Attorney, this FEA may be signed by the attorney but the signature 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 first be lodged with CDP and should also be lodged with this FEA for noting. No other signatures are acceptable.
- 5. Deceased Securities Account Holders
  - (a) If the sole Securities Account holder is deceased and if:
    - (i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FEA must be completed and signed by all the personal representative(s) of the deceased Securities Account holder and lodged with AMCORP SUPREME PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934; or
    - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must personally proceed together to CDP to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before completing, signing and submitting this FEA.
  - (b) If one of the joint Securities Account holders is deceased and if:
    - (i) it is a joint alternate-signatory account, this FEA must be completed and signed by ANY surviving joint Securities Account holder(s); or
    - (ii) it is a joint signatories Securities Account, this FEA must be completed and signed by <u>ALL</u> surviving joint holder(s) and lodged with <u>AMCORP SUPREME PTE. LTD.</u>, c/o The Central Depository (Pte) Limited, by <u>hand</u> at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589, accompanied by the Death Certificate and all other relevant documentation, in respect of the deceased Securities Account holder.
- 6. Conclusive Evidence. Lodgement of this duly completed and signed original of this FEA with AMCORP SUPREME PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934, shall be conclusive evidence in favour of the Offeror, the Transferee and CDP of the right and title of the person(s) signing it to deal with the same and with the Shares to which it relates. Upon receipt of the duly completed and signed original of this FEA, accompanied with any other relevant documents (if applicable), CDP will transfer the Shares in respect of which you have exercised your rights under Section 215(3) of the Act from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account until the consideration for such Shares has been despatched to you.
- 7. Governing Law and Third Party Rights. By completing, signing and submitting the original of this FEA, you agree that the agreement arising from the exercise of your rights under Section 215(3) of the Act 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 FEA or the Letter, a person who is not a party to any contracts made pursuant to the Letter, Form 58 and this FEA, 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 and in the 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.

No acknowledgement will be given for submissions made. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the consideration under the exercise of your rights under Section 215(3) of the Act will be subject to the receipt of confirmation satisfactory to the Offeror that the Shares to which this FEA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with AMCORP SUPREME PTE. LTD., c/o The Central Depository (Pte) Limited, by <u>hand</u> at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589 or by <u>post</u> at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934.

If you do not have any existing Securities Account in your own name at the time you exercise your rights under Section 215(3) of the Act, your exercise as contained in this FEA will be rejected.

If you hold Shares in a Broker-linked Balance and you wish to exercise your rights under Section 215(3) of the Act in respect of such Shares, you must take the relevant steps to transfer such Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FEA may not be used to exercise your rights under Section 215(3) of the Act in respect of Shares in a Broker-linked Balance.

By completing and submitting this FEA, you (i) consent to the collection, use and disclosure of your personal data by the Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, MKES and the Company (collectively, the "Authorised Persons") for the purpose of facilitating the exercise of your rights under Section 215(3) of the Act, 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 persons, 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.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Shares in your Securities Account. You can verify the number of Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service or (b) through CDP Phone Service if you have a T-Pin.