

This Form of Exercise and Authorisation ("FEA") for the Exercise Shares (as defined below) is for the sole use of the Depositor(s) whose name(s) appear below. It is an important document and requires your immediate attention. 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 advisor immediately.

This FEA relates to the Offer (as defined below) and the letter to Non-Assenting Shareholders of NSL Ltd. by YTL Cement Berhad (the "Offeror") dated 5 December 2024 (the "Notification Letter"). Unless otherwise defined or the context requires otherwise, capitalised terms used in this FEA bear the same meanings ascribed to them in the Notification Letter.

The exercise of the S215(3) Right by Non-Assenting Shareholders whose addresses are outside Singapore ("Overseas Shareholders") as shown 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 read the section entitled "Overseas Shareholders" in the Notification Letter.

**EXERCISE OF NON-ASSENTING SHAREHOLDERS' RIGHT UNDER SECTION 215(3) OF THE COMPANIES ACT 1967
PURSUANT TO THE MANDATORY UNCONDITIONAL CASH OFFER FOR NSL LTD. (THE "OFFER")
FORM OF EXERCISE AND AUTHORISATION FOR EXERCISE SHARES**

(THE OFFEROR INTENDS TO MAINTAIN THE LISTING STATUS OF NSL LTD. ON THE SGX-ST.)

DO NOT SUBMIT THIS FEA TO CDP IF YOU WISH TO REMAIN A SHAREHOLDER OF NSL LTD. AND DO NOT WISH TO EXERCISE YOUR S215(3) RIGHT)

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND EXERCISE SHARES HELD BY YOU

A

B The Exercise Price

Pursuant to Section 215(3) of the Companies Act, if you require the Offeror to do so, the Offeror is entitled and bound to acquire the Offer Shares held by you, a Non-Assenting Shareholder, that have not been tendered in acceptance of the Offer (the "Exercise Shares") at the **Exercise Price of S\$0.75 in cash for each Exercise Share**. Submit your Form of Exercise and Authorisation to CDP (a) in electronic form via investors.sgx.com, or (b) in physical form by completing Section C below and sending this form to the addresses below, in either case **only** if you wish to exercise your S215(3) Right.

C Declaration by Shareholder

I/We wish to exercise the S215(3) Right for the number of Exercise Shares as indicated below.

Choose one option

☐ All the Exercise Shares indicated in Section A,
OR

☐ the number of Exercise Shares as indicated in the box below

**Choose one option
for exercise of the
S215(3) Right**



For individual and joint alternate signatory accounts: Scan QR Code and access event via Corporate Actions Form Submission on investors.sgx.com.

By signing below, I/we agree to the terms and conditions of the exercise of S215(3) Right as set out in the Notification Letter and in this FEA, including the section "Authorisation" on page 2 of this FEA.

Sign here

Date here

Signature(s) of Depositor(s) / Joint Depositors

Date

D Form Submission

Please submit your Form of Exercise and Authorisation to YTL Cement Berhad c/o The Central Depository (Pte) Limited by:



Log in via investors.sgx.com
(applicable to Individual and Joint-Alt account holders only)

OR



Robinson Road Post Office
P.O. Box 1984
Singapore 903934

Expiry date and time: 5:30 p.m. (Singapore time) on 5 March 2025 (the "Expiry Date").

If you have any enquiries, please refer to www.sgx.com/cdp for the list of FAQs or call CDP Customer Service at +65 6535 7511.

**EXERCISE OF SECTION 215(3) RIGHT PURSUANT TO THE
MANDATORY UNCONDITIONAL CASH OFFER FOR NSL LTD.**

INSTRUCTIONS

The FEA is for the use of Depositors who wish to exercise their S215(3) Right in respect of all or part of the total number of Exercise Shares standing to the credit of the "Free Balance" of their Securities Account. Further provisions relating to the exercise of the S215(3) Right are set out in the Notification Letter.

This FEA has been sent to you on the understanding that all your Exercise Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Exercise Shares and you wish to exercise your S215(3) Right in respect of those Exercise Shares, you should complete, sign and return at your own risk, the Form of Exercise and Transfer for Exercise 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 Non-Assenting Shareholder of **NSL LTD., from B.A.C.S. PRIVATE LIMITED at 77 ROBINSON ROAD, #06-03, ROBINSON 77, SINGAPORE 068896**. An electronic copy of the FET may also be obtained from the website of the SGX-ST at www.sgx.com.

1. **Exercise.** If you wish to exercise your S215(3) Right using this FEA, it must be completed, signed and returned strictly in the manner set out in Sections C and D above and in accordance with the provisions and instructions of the Notification Letter, and in this FEA, so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 5 March 2025**. Proof of posting is not proof of receipt by the Offeror at the above addresses. Each of the Offeror, YTL Cement Singapore Pte Ltd ("YTL Cement Singapore"), RHB Bank Berhad ("RHB") and/or CDP will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any exercise of the S215(3) Right which are not entirely in order or which do not comply with the provisions and instructions contained in the Notification Letter and in this FEA, these instructions or the electronic form of the FEA, or any applicable online terms and conditions, or which are otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. If you wish to exercise your S215(3) Right through the FEA, it is your responsibility to ensure that the FEA is properly completed, executed and submitted in all respects, and that the FEA should be submitted with original signature(s) (where applicable) and all required documents, where applicable, are provided. Any decision to reject or treat as valid the exercise of the S215(3) Right through this FEA will be final and binding and none of the Offeror, YTL Cement Singapore, RHB and/or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof. Each of the Offeror, YTL Cement Singapore, RHB and/or CDP reserves the right to treat any exercise of the S215(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 the FEA, as the case may be, or if made otherwise than in accordance with the provisions of the Notification Letter and this FEA. CDP takes no responsibility for any decision made by the Offeror, YTL Cement Singapore and/or RHB. Exercises of the S215(3) Right in the form of this FEA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day. Except as expressly provided in the Notification Letter and the Companies Act, exercises of the S215(3) Right shall be irrevocable.

2. **Exercise by Depositors whose Securities Accounts are credited with Exercise Shares.** Please indicate in the FEA (whether physical or electronic copy) the number of Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you are exercising your S215(3) Right:

- if the number of Exercise Shares indicated in Section C of the FEA (or the relevant section in the electronic copy of the FEA) exceeds the number of Exercise Shares standing to the credit of the "Free Balance" of your Securities Account as at 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, by 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
- if no such number of Exercise Shares is indicated in Section C (or the relevant section in the electronic copy of the FEA),

then you are deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if the FEA is received by CDP on the Expiry Date).

In respect of the FEA:

- if a number of Exercise Shares is inserted in the box provided in Section C of this FEA or in the electronic form of the FEA, you will be deemed to have exercised your S215(3) Right in respect of such number of Exercise Shares inserted in the box provided in Section C of this FEA or the electronic form of the FEA, subject to paragraph 2(a) above;
- if you have ticked both options in Section C of this FEA or in the electronic form of the FEA, but have not inserted a number in the box provided in Section C of this FEA or in the electronic form of the FEA, you will be deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if the FEA is received by CDP on the Expiry Date); or
- if there is no number of Exercise Shares indicated in Section A of this FEA or in the electronic form of the FEA, but you have chosen the option in Section C of this FEA or the electronic form of the FEA to exercise your S215(3) Right for all the Exercise Shares indicated in Section A, you will be deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if the FEA is received by CDP on the Expiry Date).

3. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FEA 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 Depositor for 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. FEAs made by an attorney or other authorised person cannot be submitted in electronic form.

4. **Deceased Securities Account Holders.**

- If the sole securities account holder is deceased and if:
 - the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FEA must be signed by all the personal representative(s) of the deceased and lodged with YTL Cement Berhad c/o The Central Depository (Pte) Limited by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934. It is your responsibility to affix adequate postage on the said envelope; or
 - 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 register the original Grant of Probate or Letters of Administration with CDP first, before submitting this FEA. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.
- If one of the joint securities account holders is deceased and if the account is a:
 - Joint alternate-signatory account, this FEA must be signed by ANY surviving joint holder(s).
 - Joint signatories account, this FEA must be signed by ALL surviving joint depositor(s) and lodged with YTL Cement Berhad c/o The Central Depository (Pte) Limited and accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.
- FEAs made by personal representative(s) of deceased depositor(s) cannot be submitted in electronic form.

5. **Shares purchased with Central Provident Fund ("CPF") or Supplementary Retirement Scheme ("SRS").** If your purchase of the above Exercise Shares was settled through your CPF or SRS approved agent bank, finance company or depositary agent and you wish to exercise your S215(3) Right, your exercise of such right would have to be made through your CPF or SRS approved agent bank included under the CPF Investment Scheme or SRS, finance company or depositary agent. In such instances, you need not submit this FEA to CDP.

6. **Corporations.** For corporations, please sign this FEA per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FEA as a deed, this FEA 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.

7. **Exercise via SGX-SFG service (This section is applicable to Depository agents only).** Depository Agents may exercise the S215(3) Right 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 process any exercises of the S215(3) Right for and on its behalf. Such exercises will be deemed irrevocable and subject to each of the terms and conditions contained in this FEA and the Notification Letter as if the FEA had been completed and delivered to CDP.

8. **No existing account.** If you do not have any existing Securities Account in your own name at the time of exercise of your S215(3) Right, your exercise as contained in this FEA will be rejected.

9. **General.** No acknowledgement will be given by CDP for submissions made. All communications, certificates, notices, documents and remittances to be delivered or sent to you will be 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 pursuant to exercises of the S215(3) Right will be subject to the receipt of confirmation satisfactory to the Offeror that the Exercise Shares to which the 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 YTL Cement Berhad c/o The Central Depository (Pte) Limited by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934. If you submit the FEA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold CDP, the Offeror, YTL Cement Singapore and/or RHB harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

10. **Conclusive Evidence.** Delivery and/or lodgement of the FEA with YTL Cement Berhad c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in this FEA shall be conclusive evidence in favour of the Offeror, YTL Cement Singapore, the Transferee, RHB and/or CDP of the right and title of the person signing it to deal with the same and with the Exercise Shares which it relates. Upon receipt of this FEA, where complete and valid in all respects, CDP will transfer the Exercise Shares in respect of which you have exercised your S215(3) Right from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Exercise Shares will be held in the "Blocked Balance" until the consideration for such Exercise Shares has been despatched to you. The Offeror, YTL Cement Singapore, RHB and/or CDP shall be entitled to assume the accuracy of any information and/or documents submitted together with any FEA, and shall not be required to verify or question the validity of the same.

11. **Liability.** You agree that neither the Offeror, YTL Cement Singapore, RHB and/or CDP shall be liable for any action or omission in respect of this form, any FEA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, YTL Cement Singapore, RHB, CDP and/or 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 FEA and/or any information and/or documents submitted therewith. The Offeror, YTL Cement Singapore, RHB and/or CDP, as the case may be, shall not be liable for any loss in transmission of the FEA.

12. **Notification.** If you have exercised your S215(3) Right in accordance with the provisions contained herein and in the Notification Letter, CDP will send you a notification letter stating the number of Exercise Shares debited from your Securities Account together with payment of the Exercise Price in respect of such Exercise Shares which will be credited directly into your designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("DCS") as soon as practicable and in any event, in respect of exercises of your S215(3) Right which are complete and valid in all respects, within seven (7) Business Days of the Date of Receipt. In the event you are not subscribed to CDP's DCS, any monies to be paid shall be credited to your Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein).

13. **Governing Law and Third Party Rights.** By completing and submitting the FEA, you agree that the agreement arising from the exercise of your S215(3) Right shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FEA or the Notification Letter, a person (except YTL Cement Singapore) who is not a party to any contracts made pursuant to the exercise of the S215(3) Right and the FEA, has no right under the Contracts (Rights of Third Parties) Act 2001 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.

14. **Enquiries on number of Exercise Shares in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Exercise Shares in your Securities Account. You can verify the number of Exercise Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service; or (b) through CDP Phone Service using SMS OTP, under the option "To check your securities balance".

AUTHORISATION

1. **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 and the transfer of the Exercise Shares tendered in pursuant to the exercise of the S215(3) Right to the Offeror or the Transferee, and to enable the Offeror or any person nominated in writing by the Offeror (hereinafter called 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.

2. **Warranty.** I/We unconditionally and irrevocably warrant that the Exercise Shares in respect of which the S215(3) Right is exercised by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all mortgage, assignment, debenture, lien, hypothecation, charge, pledge, adverse claim, rent-charge, title retention, claim, equity, option, pre-emption right (other than those which appear in a company's articles of association or constitutive document), right to acquire, security agreement and security interest or other right of whatever nature; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Pre-Conditional MGO Announcement Date and thereafter attaching thereto (including the right to receive and retain all Distributions (if any) which may be announced, declared, paid or made thereon by NSL Ltd. in respect of the Exercise Shares on or after the Pre-Conditional MGO Announcement Date).

3. **CDP Authorisation – Blocked Balance.** I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Exercise Shares in respect of which I/We have exercised the S215(3) Right during the period commencing on the Date of Receipt of the FEA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Exercise Shares (including, without limitation, transferring the relevant number of such Exercise Shares to the "Blocked Balance" of my/our Securities Account).

4. **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 Exercise Shares in respect of which I/We have exercised the S215(3) Right on the date of settlement of the consideration for such Exercise Shares.

5. **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(s), address(es), the number of Exercise Shares standing to the credit of my/our Securities Account, the number of Exercise Shares tendered by me/us pursuant to the exercise of the S215(3) Right and any other information to the Offeror, YTL Cement Singapore, the Transferee, RHB (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 the S215(3) Right thereunder.