THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES ("**FAT**") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. 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 FAT RELATES TO THE OFFER DOCUMENT DATED 16 JULY 2019 (THE "**OFFER DOCUMENT**") IN RELATION TO THE OFFER (AS DEFINED BELOW). TERMS DEFINED AND CONSTRUED IN THE OFFER DOCUMENT BEAR THE SAME MEANING AND CONSTRUCTION IN THIS FAT. IF YOUR MAILING ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF THE COMPANY ("**REGISTER**") IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

**MANDATORY UNCONDITIONAL CASH OFFER (THE "OFFER") BY RAFFLES INFINITY HOLDINGS PTE LTD (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF RAFFLES UNITED HOLDINGS LTD (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH THE OFFEROR IN RELATION TO THE OFFER (THE "OFFER SHARES")**

# FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. (THE "**REGISTRAR**")
IF YOU DO NOT WISH TO ACCEPT THE OFFER)

| **Part (A): Number of Offer Shares Tendered in Acceptance of the Offer** | **Part (B): Share Certificate No(s).** | **Consideration** | **FOR OFFICIAL USE** |
|---|---|---|---|
| | | **S$0.065 for each Offer Share** | |

**NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last time and date for acceptance of the Offer: 5.30 p.m. (Singapore time) on 14 August 2019 (the "Closing Date").**

I/We, _____ (Passport/NRIC/Company Registration Number) _____
(Full name(s) of Shareholder and joint Shareholder(s), if any)

of _____

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 Offer Shares as stated in Part (A) above comprised in the share certificate(s) stated in Part (B) above.

**The consideration for acceptance of the Offer is the Offer Price, being S$0.065 in cash for each Offer Share, as stated in the Offer Document.**

**My/Our acceptance of the Offer is subject to the terms and conditions set out below and in the Offer Document.**

**Irrevocable Acceptance.** My/Our completion, execution and submission of the signed original of this FAT to the Registrar 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 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, *inter alia*, 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 any mortgage, charge, pledge, assessment, security interest, lien, adverse claim, levy, encroachment, right of first option or other similar encumbrance or restriction or any other agreement or arrangement the effect of which is the creation of security and (iii) together with all rights attached or accruing to the Offer Shares including, without limitation, the right to receive all rights, benefits, entitlements, dividends, distributions or any return of capital declared, made or paid 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 FAT and to complete the particulars of the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts being the consideration for the Offer 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 risk.

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

**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-named joint Shareholder in the presence of: )
Witness' Signature: _____ )
Name: _____ )
NRIC/Passport No.: _____ )
Address: _____ )
Occupation: _____ )

_____
Signature of joint Shareholder, if any

**FOR CORPORATE SHAREHOLDERS**

The Common Seal of the above-named Shareholder was hereunto affixed in the presence of: )
)
)
_____ _____ )
Director Director/Secretary: )

**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 under its common seal, the seal being affixed and witnessed in accordance with its Memorandum and Articles of Association and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation require a common seal to execute this FAT, this FAT 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 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.
The Common Seal of the Transferee was hereunto affixed in the presence of: )
)
)
_____ _____ )
Director Director/Secretary )

## 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 certificates 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 certificates 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 5 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 these Offer Shares, you should complete, execute and submit 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 from **The Central Depository (Pte) Limited, at 4 Shenton Way, #02-01, SGX Centre 2, Singapore 068807**.

1. **Acceptance by Shareholders.** If you wish to accept the Offer, you should sign and deliver this FAT in accordance with the Offer Document and the instructions printed on this FAT:
   (i) If you wish to accept the Offer in respect of all the Offer Shares represented by the share certificate(s) accompanying this FAT, you can either state "All" or insert the total number of Offer Shares in respect of which the Offer is accepted in Part (A) on page 1 of this FAT and state in Part (B) the share certificate number(s) of the relevant share certificate(s).
   (ii) If you wish to accept the Offer in respect of some but not all of the Offer Shares represented by the share certificate(s) accompanying this FAT, please insert in Part (A) on page 1 of this FAT the number of Offer Shares in respect of which the Offer is accepted and state in Part (B) the share certificate number(s) of the relevant share certificate(s).
   (iii) If you do not wish to accept the Offer, you do not need to take any action. This FAT need not be submitted to the Registrar.
   If you leave Part (A) of this FAT blank or specify a number in Part (A) which exceeds the number of Offer Shares represented by the attached share certificate(s), you shall be deemed to have accepted the Offer in respect of all the Offer Shares represented by the share certificate(s) accompanying this FAT.
2. **Unregistered Shareholding.** If your shareholding is not registered with the Company, 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 together with this FAT, accompanied by transfer form(s), duly completed and 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 Transferee or a person authorised by either).
3. **Date of FAT. 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.
4. **Delivery of FAT.** You should deliver:
   (i) the duly completed and signed original of the FAT in its entirety (no part may be detached or otherwise mutilated);
   (ii) the share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror relating to the Offer Shares in respect of which you wish to accept the Offer; and
   (iii) 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 transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either),
   either:
   (a) by hand to **RAFFLES INFINITY HOLDINGS PTE LTD c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
   (b) by post, in the enclosed pre-addressed envelope at your own risk, to **RAFFLES INFINITY HOLDINGS PTE LTD c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.** If the duly completed and signed original of the FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with this FAT, which is pre-paid for posting in Singapore only. It is your sole 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**. Settlement of the consideration under the Offer cannot be made until all relevant documents have been duly completed, executed and submitted to the Registrar.
5. **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 Memorandum and Articles of Association 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, is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**.
6. **No Acknowledgements**. No acknowledgement of receipt of any FAT, share certificate(s) or any other document(s) will be given by the Offeror or the Registrar.
7. **Shareholder Abroad**. If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, express air mail) to the Shareholder for completion and 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 has been validly granted and is still in force, no notice of revocation, suspension, termination or withdrawal 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.
8. **Shareholder Deceased**. If the sole Shareholder is deceased and if:
   (i) the Grant of Probate or Letters of Administration have been registered with the Company Secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and lodged with **RAFFLES INFINITY HOLDINGS PTE LTD c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
   (ii) the Grant of Probate or Letters of Administration have not been registered with the Company Secretary of the Company, all the personal representative(s) of the deceased must go to the Company Secretary of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Company.
9. **Joint Shareholder Deceased**. If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving Shareholders and lodged with **RAFFLES INFINITY HOLDINGS PTE LTD c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder.
10. **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 the FAT are one and the same;
    (ii) **Incorrect address**. Please write the correct address on this FAT; and
    (iii) **Change of name**. If you have changed your name, please lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
11. **Disclaimer and Discretion**. The Offeror and the Registrar will be entitled, at their sole and absolute discretion, to reject or treat as valid, any acceptance which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not an original copy or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is duly completed, signed on an original copy of this FAT and all required documents are provided. Any decision to reject any acceptance will be final and binding and none of the Offeror and the Registrar accepts any responsibility or liability for such a rejection, including the consequences of such a rejection. The Offeror 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, or if made otherwise than in accordance with the provisions of the Offer Document and this FAT.
12. **Risk of Posting**. All communications, notices, documents and remittances to be sent to you will be sent by ordinary post to your respective addresses as they appear in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.
13. **Conclusive Evidence**. Submission of this duly completed and signed original of this FAT, 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, 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.
14. **Governing Law and Third Party Rights**. By completing, executing and submitting the signed original of this FAT to the Registrar, 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 otherwise expressly 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 rights 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 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.