

THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES ("FAA") 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 ADVISER IMMEDIATELY.

THIS FAA RELATES TO THE OFFER DOCUMENT DATED 3 MARCH 2021 ("OFFER DOCUMENT") IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO 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 OFFER DOCUMENT.

**VOLUNTARY CONDITIONAL OFFER FOR
CEI LIMITED (THE "OFFER")
FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES
(DO NOT SUBMIT THIS FAA TO CDP IF YOU DO NOT WISH TO ACCEPT THE OFFER.)**

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND OFFER SHARES HELD BY YOU

A

B The Offer Consideration

The Offeror would like to acquire the Offer Shares held by you at the **Offer Consideration of S\$1.15 for each Offer Share**, which is to be satisfied, at the option of Shareholders, by one (1) of the three (3) Offer Consideration options specified below. To have a valid acceptance, you can **ONLY** elect one (1) out of the three (3) options.

Submit your FAA to CDP in physical form by completing Section C below and sending this form to the address below **ONLY** if you wish to accept the Offer.

C Declarations by Shareholder

I/we wish to accept the Offer for the number of Offer Shares as indicated below.

Declaration #1 – Offer Consideration Options (Choose ONE out of the three available options)

Fractions of a new ordinary share in the capital of AEM Holdings Ltd. ("New AEM Holdings Share") will not be issued to any holder of Offer Shares who accepts the Offer and elects either the 85/15 Cash Shares Consideration or the 70/30 Cash Shares Consideration, and will be disregarded.

Option 1
Cash Consideration
For each Offer Share:
– S\$1.15 in cash

Option 2
85/15 Cash Shares Consideration⁽¹⁾
For each Offer Share:
– S\$0.9775 in cash and
– 0.0486 New AEM Holdings Shares

Option 3
70/30 Cash Shares Consideration⁽¹⁾
For each Offer Share:
– S\$0.8050 in cash and
– 0.0972 New AEM Holdings Shares

Choose one Offer Consideration option

Declaration #2 – Number of Offer Shares Tended (Choose ONE out of the two available options)

All the Offer Shares indicated in Section A / The number of Offer Shares as indicated in the box below

Choose number of Offer Shares to tender

By signing below, I/we agree to the terms and conditions of the Offer as set out in the Offer Document and in this FAA, including the section "Authorisation" on page 2 of this FAA.

Sign here

Date here

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

Date

D Form Submission

Please submit your FAA to AEM Singapore Pte. Ltd. c/o The Central Depository (Pte) Limited by:



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

Closing date and time: 5:30 p.m. (Singapore time) on 31 March 2021 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing 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.

(1) Please note that in the event the Offer Consideration is reduced by an amount which is equal to the Distribution (as stated in Section 2.6 of the Offer Document), the proportion of cash and New AEM Holdings Shares under the Cash Shares Consideration Options will be adjusted based on 85% in the form of cash and 15% in the form of New AEM Holdings Shares (in the case of the 85/15 Cash Shares Consideration) and 70% in the form of cash and 30% in the form of New AEM Holdings Shares (in the case of the 70/30 Cash Shares Consideration) and the exact amount of cash and number of New AEM Holdings Shares payable under the Cash Shares Consideration Options will be announced by or on behalf of the Offeror at the appropriate time.

INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Offer in respect of all or part of the total number of Offer Shares standing to the credit of the "Free Balance" of their Securities Account or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA 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.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Offer in respect of those Offer Shares, you should submit at your own risk, the Form of Acceptance and Transfer for Offer Shares (the "FAT") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of CEI Limited, from In.Corp Corporate Services Pte. Ltd. (formerly known as RHT Corporate Advisory Pte. Ltd.). An electronic copy of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Acceptance.** If you wish to accept the Offer using the FAA, it must be completed strictly in any of the manner permitted and set out above and in accordance with the provisions and instructions of the Offer Document and in this FAA, and then submitted by post, at your own risk using the enclosed pre-addressed envelope to AEM Singapore Pte. Ltd. c/o The Central Depository (Pte) Limited at Robinson Road Post Office P.O. Box 1984, Singapore 903934, so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 31 March 2021 or such later date(s) as may be announced from time to time by or on behalf of the Offeror. Proof of posting is not proof of receipt by the Offeror at the above address. The pre-addressed envelope 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.

Each of the Offeror, CDP and PricewaterhouseCoopers Corporate Finance Pte Ltd ("PwC CF") will be authorised and entitled, in their absolute discretion, to reject or treat as valid any acceptances of the Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Offer Document and in this FAA 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 the FAA is properly completed in all respects, and all supporting documents, where applicable, are provided. Any decision to reject or treat as valid the FAA will be final and binding and none of CDP, PwC CF and the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. Each of the Offeror and PwC CF reserves the right to treat acceptances of the Offer 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 Offer Document or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this FAA. CDP takes no responsibility for any decision made by the Offeror or PwC CF. Acceptances in the form of the FAA 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 Offer Document and the Code, acceptances of the Offer shall be irrevocable.

2. **Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.**

2.1 For each acceptance of the Offer, you may accept the Offer on the basis of (a) the Cash Consideration, (b) the 85/15 Cash Shares Consideration or (c) the 70/30 Cash Shares Consideration, but not a combination thereof in respect of your Offer Shares.

- If you wish to receive the Cash Consideration, you must tick **Option 1** (being the box for the Cash Consideration) in Section C, Declaration #1 on page 1 of this FAA and leave **Option 2 and Option 3 blank**.
- If you wish to receive the 85/15 Cash Shares Consideration, you must tick **Option 2** (being the box for the 85/15 Cash Shares Consideration) in Section C, Declaration #1 on page 1 of this FAA and leave **Option 1 and Option 3 blank**.
- If you wish to receive the 70/30 Cash Shares Consideration, you must tick **Option 3** (being the box for the 70/30 Cash Shares Consideration) in Section C, Declaration #1 on page 1 of this FAA and leave **Option 1 and Option 2 blank**.

2.2 You should **only tick one** out of the three Offer Consideration options. You shall be deemed to have accepted the Offer and elected to receive solely **the Cash Consideration** if:

- you tick **more than one** of the three options in Section C, Declaration #1 on page 1 of this FAA; or
- you **do not tick any** of the options in Section C, Declaration #1 on page 1 of this FAA; or
- your intentions as to your election of the form of Offer Consideration are not ascertainable from your instructions specified in this FAA (as determined by the Offeror at its discretion).

For the purposes of this FAA, a "tick" is defined as a "✓" or such other forms or annotation to be determined by the Offeror in its absolute discretion for the purpose of ascertaining the accepting Depositor's acceptance intention.

2.3 Please indicate in Section C, Declaration #2 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Offer is accepted. Subject to the provisions of paragraph 3 below:

- (i) if the number of Offer Shares indicated in Section C, Declaration #2 of this FAA exceeds the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of the FAA by CDP (the "Date of Receipt") or, in the case where the Date of Receipt is on the Closing Date, by 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date); or
- (ii) if you have ticked one or both options or none of the options, but have not inserted any number of Offer Shares in Section C, Declaration #2 of this FAA, then you are deemed to have accepted the Offer in respect of all the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt, or by 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date); and
- (b) if, at the time of verification by CDP of the FAA on the Date of Receipt, if paragraph 2.3(a)(i) above applies, and there are outstanding settlement instructions with CDP to receive further Offer Shares into the "Free Balance" of your Securities Account ("Unsettled Buy Position"), and the Unsettled Buy Position settles such that the Offer Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Offer is open, up to 5.30 p.m. (Singapore time) on the Closing Date ("Settled Shares"), you shall be deemed to have accepted the Offer in respect of the balance number of Offer Shares indicated in Section C, Declaration #2 of this FAA which have not yet been accepted pursuant to paragraph 2.3(a)(i) above, or the number of Settled Shares, whichever is less.

In respect of this FAA:

- (aa) if a number of Offer Shares is inserted in the box provided in Section C, Declaration #2 of this FAA, you will be deemed to have accepted the Offer in respect of such number of Offer Shares inserted in the box provided in Section C, Declaration #2 of this FAA, subject to paragraphs 2.3(a)(i) and 2.3(b) above;
- (bb) if you have ticked both options in Section C, Declaration #2 of this FAA, but have not inserted a number in the box provided in Section C, Declaration #2 of this FAA, you will be deemed to have accepted the Offer in respect of all the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or, by 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date); or
- (cc) if there is no number of Offer Shares indicated in Section A of this FAA, but you have chosen the option in Section C, Declaration #2 of this FAA to accept the Offer for all the Offer Shares indicated in Section A, you will be deemed to have accepted the Offer in respect of all the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or, by 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date).

3. **Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST, a FAA in respect of such Offer Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Offer in respect of such Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Offer Shares, submit the FAA in accordance with the instructions contained herein. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Offer Shares on the SGX-ST, from CDP by submitting a request to CDP via phone (+65 6535 7511) or email service (asksgx@sgx.com). An electronic copy of this FAA may also be obtained on the website of SGX-ST at www.sgx.com.

Rejection. If you purchase Offer Shares on the SGX-ST, your acceptance in respect of such Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by the Date of Receipt, or by 5.30 p.m. (Singapore time) on the Closing Date (if the Date of Receipt is on the Closing Date), unless paragraphs 2.3(a)(i) read together with 2.3(b) above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. (Singapore time) on the Closing Date, your acceptance in respect of such Offer Shares will be rejected. None of CDP, PwC CF and the Offeror accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

4. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, 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 FAA 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 FAA for noting. No other signatures are acceptable.

5. **Deceased Securities Account Holders.**

(a) **If the sole securities account holder is deceased and is:**

- the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be signed by all the personal representative(s) of the deceased and lodged with AEM Singapore Pte. Ltd., 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. Alternatively, please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for details on how to submit the relevant documents; 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 contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com to arrange for the registration and lodgement of the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.

(b) **If one of the joint securities account holders is deceased and if the account is a:**

- Joint alternate-signatory account, this FAA must be signed by ANY surviving joint holder(s); or
- Joint signatories account, this FAA must be signed by ALL surviving joint holder(s), and lodged with AEM Singapore Pte. Ltd., c/o The Central Depository (Pte) Limited, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder. Please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for details on how to submit the relevant documents.

6. **Shares purchased with Central Provident Fund ("CPF").** If your purchase of the above Offer Shares was settled through your CPF or SRS approved agent bank, finance company or depository agent and you wish to accept the Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, SRS approved agent bank under the SRS, finance company or depository agent. In such instances, you need not submit this FAA to CDP.

7. **Corporations.** For corporations, please sign this FAA per your signing mandate and where appropriate, the Common Seal is to be affixed in accordance with your Constitution or relevant constitutive documents.

8. **Acceptance via SGX-SFG service (This section is applicable to Depository Agents only).** Depository Agents may accept the Offer 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 acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if this FAA had been completed and delivered to CDP.

9. **No existing account.** If you do not have any existing Securities Account in your own name at the time of acceptance of the Offer, your acceptance as contained in this FAA will be rejected.

10. **General.** 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 Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Offer Shares to which the FAA 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 AEM Singapore Pte. Ltd., 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.

11. **Conclusive Evidence.** Lodgement of the FAA with AEM Singapore Pte. Ltd., c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in this FAA shall be conclusive evidence in favour of the Offeror, the Transferee (as defined below) and CDP of the right and title of the person submitting it to deal with the same and with the Offer Shares to which it relates. Upon receipt of this FAA which is complete and valid in all respects, CDP will transfer the Offer Shares in respect of which you have accepted the Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Offer Shares will be held in the "Blocked Balance" until the consideration for such Offer Shares has been despatched to you. The Offeror and CDP shall be entitled to assume the accuracy of any information and/or documents submitted together with any FAA, and shall not be required to verify or question the validity of the same.

12. **Liability.** You agree that none of the Offeror, PwC CF or CDP shall be liable for any action or omission in respect of this FAA, any other FAA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, PwC CF and CDP and 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 FAA, any other FAA and/or any information and/or documents submitted therewith.

13. **Offer Unconditional.** If you have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and the Offer becomes or is declared unconditional in all respects in accordance with its terms,

- where you have elected to receive the Cash Consideration, CDP will send to you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Cash Consideration which will be credited 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 valid acceptances which are complete in all respects and are received on or before the Offer becomes or is declared unconditional in all respects in accordance with its terms, within 7 Business Days after the Offer becomes or is declared unconditional in all respects; and
 - in respect of valid acceptances which are complete in all respects and are received after the date on which the Offer becomes or is declared unconditional in all respects in accordance with its terms, but before the Offer closes, within 7 Business Days after the date of such receipt; or

- where you have elected to receive either the 85/15 Cash Shares Consideration or the 70/30 Cash Shares Consideration, CDP will send to you (A) a notification letter stating the number of Offer Shares debited from your Securities Account and the number of New AEM Holdings Shares which have been credited to your Securities Account, by ordinary post to your mailing address as recorded with CDP, or in such other manner as you may have agreed with CDP for the payment of any cash distribution, at your own risk, and (B) payment for the cash component of the 85/15 Cash Shares Consideration or the 70/30 Cash Shares Consideration (as the case may be) which will be credited into your designated bank account for Singapore Dollars via CDP's DCS for the appropriate amount, as soon as practicable and in any event, within 7 Business Days after the close of the Offer.

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).

14. **Governing Law and Third Party Rights.** By completing and submitting the FAA, 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 otherwise in this FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and the FAA, 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.

15. **Enquiries on number of Offer Shares in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares in your Securities Account. You can verify the number of Offer 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 acceptance and the transfer of the Offer Shares tendered in acceptance of the Offer 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 Offer Shares as specified in the Offer Document.

2. **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 Encumbrances; and (iii) transferred together with all rights, benefits, entitlements and advantages attached thereto as at the Pre-Conditional Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be declared paid or made by the Company in respect of the Offer Shares on or after the Pre-Conditional Offer 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 Offer Shares in respect of which I/we have accepted the Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such Offer 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 Offer Shares in respect of which I/we have accepted the Offer on the date of settlement of the consideration for such Offer Shares, in the event of the Offer becoming or being declared to be unconditional in all respects, in accordance with its terms.

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, address(es), the number of Offer Shares standing to the credit of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Offer, information pertaining to the level of acceptance of the Offer and any other information to the Offeror, the Transferee, PwC CF (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Offer and my/our acceptance thereof.

6. **Return of Offer Shares.** In the event of the Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but in any event not later than 14 days from the lapse or withdrawal of the Offer.

VOLUNTARY CONDITIONAL OFFER FOR CEI LIMITED