

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER UNITS (AS DEFINED BELOW) (THE “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 ADVISOR OR OTHER PROFESSIONAL ADVISOR IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 20 NOVEMBER 2014 (“OFFER DOCUMENT”) ISSUED IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO UNITHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE “OVERSEAS UNITHOLDERS”) AS SHOWN IN THE REGISTER OF UNITHOLDERS (THE “REGISTER”) OF FORTERRA (AS DEFINED BELOW) MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. ALL OVERSEAS UNITHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED “OVERSEAS UNITHOLDERS” IN THE OFFER DOCUMENT CAREFULLY.

MANDATORY CONDITIONAL CASH OFFER (THE “OFFER”) BY CREDIT SUISSE (SINGAPORE) LIMITED (“CREDIT SUISSE”), FOR AND ON BEHALF OF NEW PRECISE HOLDINGS LIMITED (THE “OFFEROR”), TO ACQUIRE ALL THE ISSUED UNITS IN FORTERRA TRUST (“FORTERRA”) (OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR) AND ALL NEW UNITS UNCONDITIONALLY ISSUED OR TO BE ISSUED PURSUANT TO THE VALID EXERCISE, PRIOR TO THE CLOSING DATE (AS DEFINED BELOW), OF ANY UNIT OPTIONS (COLLECTIVELY THE “OFFER UNITS”)

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER UNITS

INTERNET COPY

(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): No. of Offer Units Tendered in Acceptance of the Offer	Part (B): Confirmation Note No (s).	Consideration	For Official Use
		S\$1.85 for each Offer Unit	
NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Units above. Last date and time for acceptance of the Offer: 5.30 p.m (Singapore time) on 18 December 2014 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the “Closing Date”)			

I/We, _____ (Passport/NRIC/Company Registration Number) _____ _____ (Full name(s) of Unitholder and joint Unitholder(s), if any) of _____ Telephone No. (Office/Home): _____ (Handphone): _____ E-mail: _____
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do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the “Transferee”) the Offer Units as stated in Part (A) above comprised in the Confirmation Note(s) stated in Part (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S\$1.85 in cash for each Offer Unit, as stated in the Offer Document.

My/Our acceptance of the Offer at the Offer Price, by way of execution of this FAT provided by the Registrar is conditional upon the Offer becoming or being declared unconditional in all respects and in accordance with the terms and conditions set out below and in the Offer Document.

Acceptance. My/Our execution of this FAT shall constitute my/our acceptance of the Offer made by Credit Suisse, for and on behalf of the Offeror, upon the terms and conditions contained in the Offer Document and, subject to the Offer becoming or being declared unconditional in all respects in accordance with the terms and conditions of the Offer, my/our acceptance is irrevocable.

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 Units to the Offeror or the Transferee, and in connection with this FAT, 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 Units as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Units 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 up; (ii) free from all claims, charges, mortgages, liens, options, equity, power of sale, hypothecation, retention of title, rights of pre-emption, rights of first refusal or other third party rights or security interests of any kind or any agreements, arrangements or obligations to create any of the foregoing; and (iii) together with all rights, benefits and entitlements attached thereto as at the date of the announcement of the Offer (the “Offer Announcement Date”) and thereafter, including the right to receive and retain all dividends, rights and other distributions (if any) declared, paid or made by Forterra 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 (who may be the Offeror or any person nominated by the Offeror) on my/our behalf and I/we irrevocably authorise and direct the Offeror or its agent to send the consideration payable to me/us to the address stated above or, if none is stated, to me/us (or in the case of joint accepting Unitholders, to the joint accepting Unitholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms and conditions.

Return of Offer Units. In the event of the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms and conditions, I/we understand that this FAT and other documents submitted to the Offeror will be returned to me/us at the address stated above or, if none is stated, to me/us (or in the case of joint accepting Unitholders, to the one first-named in the Register) at the relevant address maintained in the Register by ordinary post at my/our own risk as soon as possible, and in any event within 14 days from the lapse or withdrawal of the Offer.

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

FOR INDIVIDUAL UNITHOLDERS

Signed, sealed and delivered by the above-named Unitholder/first-named joint Unitholder in the presence of:	
Witness' Signature: _____	)
Name: _____	)
NRIC/Passport No.: _____	)
Address: _____	)
Occupation: _____	)
	_____ Signature of Unitholder/first-named joint Unitholder

Signed, sealed and delivered by the above-named joint Unitholder (if any) in the presence of:	
Witness' Signature: _____	)
Name: _____	)
NRIC/Passport No.: _____	)
Address: _____	)
Occupation: _____	)
	_____ Signature of joint Unitholder (if any)

FOR CORPORATE UNITHOLDERS

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

Notes:

- A husband must not witness the signature of his wife and *vice versa*.
- In the case of joint unitholdings, this FAT must be signed by all joint Unitholders.
- In the case of a corporation, this FAT must be executed by an authorised signatory/authorised signatories for and on behalf of the corporation 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 law 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 Units 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

MANDATORY CONDITIONAL CASH OFFER FOR FORTERRA TRUST

INSTRUCTIONS

This FAT is for the use of Unitholders who wish to accept the Offer in respect of all or part of their total number of Offer Units which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Such Unitholders who wish to accept the Offer in respect of such Offer Units should not deposit their Unit(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Unitholders who deposit their Offer Units beneficially owned by them with CDP during this period may not have their respective Securities Accounts (as defined in the Offer Document) certified with the relevant number of Offer Units in time for them to accept the Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptances are set out in Appendix 2 to the Offer Document.

This FAT has been sent to you on the understanding that all your Offer Units are registered in your name. If, however, your Offer Units are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those Offer Units, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Units ("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 Unitholder from The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

1. **Acceptance by Unitholders.** If you wish to accept the Offer by using this FAT, you should sign and deliver this FAT in accordance with the provisions and instructions of the Offer Document and the instructions on this FAT:

- (i) if you wish to accept the Offer in respect of all the Offer Units entered in the Register as being held by you, you can either state "All" or insert the number of Offer Units in respect of which the Offer is accepted in Part (A) on page 1 of this FAT and state in Part (B) the Confirmation Note number(s) of the relevant Confirmation Note(s).
- (ii) If you wish to accept the Offer in respect of some but not all the Offer Units entered in the Register as being held by you, please insert in Part (A) on page 1 of this FAT the number of Offer Units in respect of which the Offer is accepted and state in Part (B) the Confirmation Note number(s) of the relevant Confirmation Note(s).
- (iii) If you do not wish to accept the Offer, you do not need to take any action.

If you leave Part (A) of this FAT blank or specify a number in Part (A) which exceeds the number of Offer Units entered in the Register as being held by you, you shall be deemed to have accepted the Offer in respect of all the Offer Units entered into the Register as being held by you.

2. **Disclaimer and Discretion.** The Offeror, Credit Suisse and the Registrar will be entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the terms and conditions of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not in its originality or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects and that this FAT should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), Credit Suisse and/or the Registrar accept any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and Credit Suisse each 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 this FAT, or if made otherwise than in accordance with the terms and conditions of the Offer Document and the instructions printed on this FAT. The Registrar takes no responsibility for any decision made by the Offeror or Credit Suisse. Acceptances in the form of this FAT received on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day (as defined in the Offer Document).

3. **Date of FAT. Please do not date this FAT or insert the name of the Offeror or 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 completed and signed FAT in its entirety (no part may be detached or otherwise mutilated); and
- (ii) the Confirmation Note and/or accompanying document(s) required by the Offeror relating to the Offer Units in respect of which you wish to accept the Offer; either:
 - (a) by hand to **New Precise Holdings Limited 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 **New Precise Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**. If the completed and signed FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with this FAT. It is your responsibility to affix adequate postage on the said envelope.

in either case so as to arrive **NO 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 properly completed and delivered.

5. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Units but do not have the relevant Confirmation Note(s) relating to such Offer Units, you, at your own risk, are required to procure the Trustee-Manager to issue such Confirmation Note(s) in accordance with the Trust Deed and then deliver such Confirmation Note(s) in accordance with the procedures set out in the Offer Document and this FAT. If your Confirmation Note(s) and/or other relevant document(s) required by the Offeror, is/are not readily available is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**.

6. **Unitholder Abroad.** If a Unitholder (not being an Overseas Unitholder) 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 Unitholder for execution, or if he has executed a Power of Attorney, this FAT may be signed by the Attorney but the signature must be accompanied by a statement reading "**signed under the Power of Attorney which is still in force, not notice of revocation having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.

7. **Sole Unitholder Deceased.** If the sole Unitholder is deceased and if:

- (i) the Grant of Probate or Letters of Administration has been registered with the Company Secretary of the Trustee-Manager, this FAT must be signed by all the personal representative(s) of the deceased and lodged with **New Precise Holdings Limited 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 has not been registered with the Company Secretary of Forterra, all the personal representative(s) of the deceased must go to the Company Secretary of the Trustee-Manager personally together to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Trustee-Manager. The Grant of Probate or Letters of Administration must be lodged with the Company Secretary of the Trustee-Manager before the personal representative(s) of the deceased can effect the transfer of the Offer Units to which this FAT relates.

8. **Joint Unitholder Deceased.** If one of the joint Unitholders is deceased, this FAT must be signed by all the surviving joint Unitholder(s) and lodged with **New Precise Holdings Limited 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 and all other relevant documentation in respect of the deceased Unitholder.

9. **Particulars on Confirmation Note(s).** If your name or other particulars are shown incorrectly on the Confirmation Note(s) accompanying this FAT, 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 Confirmation Note(s) and the person who signed this 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.

10. **Conclusive Evidence.** Delivery of this duly completed and signed FAT, together with the relevant Confirmation Note(s) and/or any other relevant document(s) (details of which are consistent with the relevant entries in the Register) 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 Units to which it relates.

11. **Governing Law and Third Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the other 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 right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any terms of such contracts. Notwithstanding any terms and conditions 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 or any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

12. **No acknowledgement of the receipt of this FAT, Confirmation Note(s), other document(s) of title, and/or other relevant document(s) required by the Offeror will be given by the Offeror, Credit Suisse, the Registrar or the Transferee and all communications, notices, certificates, documents and remittances to be delivered will be sent by ordinary post, at the risk of the person(s) entitled thereto. Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and lodged with New Precise Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.**