

THIS FORM OF ACCEPTANCE AND TRANSFER ("FAT") FOR OFFER SHARES (AS DEFINED BELOW) 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 JANUARY 2015 (THE "OFFER DOCUMENT") IN RELATION TO THE PARTIAL OFFER (AS DEFINED BELOW). TERMS DEFINED AND CONSTRUED IN THE OFFER DOCUMENT BEAR THE SAME MEANING AND CONSTRUCTION IN THIS FAT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF HAFARY HOLDINGS LIMITED IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT.

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY MAYBANK KIM ENG SECURITIES PTE. LTD. ("MKES") FOR AND ON BEHALF OF HAP SENG INVESTMENT HOLDINGS PTE. LTD. (THE "OFFEROR"), A DIRECT WHOLLY-OWNED SUBSIDIARY OF HAP SENG CONSOLIDATED BERHAD, TO ACQUIRE 51 PER CENT. OF THE ORDINARY SHARES IN THE ISSUED SHARE CAPITAL (THE "SHARES") OF HAFARY HOLDINGS LIMITED (THE "COMPANY") AS AT THE RECORD DATE, OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT AS AT SUCH DATE (THE "OFFER SHARES")

PART A - FOR VOTING

(PART A OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO VOTE ON THE PARTIAL OFFER)

	FOR OFFICIAL USE	
Number of Offer Shares	Price	Total Consideration
	S\$0.24 for each Offer Share	

Last date and time for voting on and acceptance of the Partial Offer: 5.30p.m. (Singapore time) on 13 February 2015 (the "Closing Date").

Dear Sirs,

A. FOR VOTING

I/We, _____	(Full name of Shareholder and Joint Shareholder(s), if any)
of _____	
	(Address)
Telephone No. (during office hours): _____	

hereby vote in respect of the Partial Offer as follows:

Please vote by inserting the number of Shares (held by you on the Record Date) in the "FOR" or "AGAINST" box (as appropriate) below.

		Please <u>insert the NUMBER OF SHARES</u> you wish to vote in the appropriate box, the maximum number is all of the Shares you hold as at the Record Date	
		FOR	AGAINST
Part A	To approve the Partial Offer on the terms and conditions as set out in the Offer Document		
<p>Note: Please refer to paragraph 4 of the instructions to this FAT for further instructions on voting. IN PARTICULAR, PLEASE NOTE THAT UNDER PARAGRAPH 4.5 OF THE INSTRUCTIONS TO THIS FAT, IF YOU HAVE NEITHER INSERTED (I) AN INDICATION NOR (II) THE NUMBER OF SHARES IN PART A ABOVE, YOU WILL BE DEEMED NOT TO HAVE VOTED EITHER FOR OR AGAINST THE PARTIAL OFFER.</p>			

I/We irrevocably warrant that I/we am/are not a party acting in concert with the Offeror in connection with the Partial Offer, or an associate of the Offeror or any party acting in concert with the Offeror in connection with the Partial Offer.

PLEASE SIGN HERE

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/First Joint Shareholder in the presence of:- Witness' Signature: _____) Name: _____) Address: _____) Occupation: _____)	_____ Signature of Shareholder
Signed, sealed and delivered by the above-named Second Joint Shareholder in the presence of:- Witness' Signature: _____) Name: _____) Address: _____) Occupation: _____)	_____ Signature of Shareholder

FOR CORPORATE SHAREHOLDERS

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

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 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 as may 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.

THIS FORM OF ACCEPTANCE AND TRANSFER ("FAT") FOR OFFER SHARES (AS DEFINED BELOW) 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 JANUARY 2015 (THE "OFFER DOCUMENT") IN RELATION TO THE PARTIAL OFFER (AS DEFINED BELOW). TERMS DEFINED AND CONSTRUED IN THE OFFER DOCUMENT BEAR THE SAME MEANING AND CONSTRUCTION IN THIS FAT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF HAFARY HOLDINGS LIMITED IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT.

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY MAYBANK KIM ENG SECURITIES PTE. LTD. ("MKES") FOR AND ON BEHALF OF HAP SENG INVESTMENT HOLDINGS PTE. LTD. (THE "OFFEROR"), A DIRECT WHOLLY-OWNED SUBSIDIARY OF HAP SENG CONSOLIDATED BERHAD, TO ACQUIRE 51 PER CENT. OF THE ORDINARY SHARES IN THE ISSUED SHARE CAPITAL (THE "SHARES") OF HAFARY HOLDINGS LIMITED (THE "COMPANY") AS AT THE RECORD DATE, OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT AS AT SUCH DATE (THE "OFFER SHARES")

PART B - FOR ACCEPTANCES

(PART B OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO ACCEPT THE PARTIAL OFFER)

B. FOR ACCEPTANCE

Section (A): Number of Relevant Percentage Offer Shares Tendered in Acceptance of the Partial Offer	Section (B): Number of Shares in Excess of my/our Relevant Percentage Offer Shares (the "Excess Shares") Tendered in Acceptance of the Partial Offer	Section (C): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
			S\$0.24 for each Offer Share	

NOTE: Please refer to paragraph 5 of the Instructions to this FAT for instructions on acceptance. IN PARTICULAR, PLEASE NOTE THAT AS STATED UNDER PARAGRAPH 5.9, IF YOU FAIL TO INSERT ANY NUMBER OF SHARES IN SECTION (A) OF PART B OF THIS FAT, YOU WILL BE DEEMED NOT TO HAVE ACCEPTED THE PARTIAL OFFER IN RESPECT OF ANY OF YOUR SHARES UNDER THE PARTIAL OFFER. Last date and time for acceptance of the Partial Offer: 5.30 p.m. (Singapore time) on 13 February 2015 (the "Closing Date").

The Relevant Percentage Offer Shares refers to 51 per cent. of the number of Shares held by you as at 5.00 p.m. (Singapore time) on 30 January 2015 (the "Record Date"), fractional entitlements to be disregarded. **For the avoidance of doubt, if you are unsure about the number of Shares you will hold as at the Record Date, you may wait until you receive the Entitlement Notification Letter (as defined in paragraph 2 of the Instructions to this FAT) after the Record Date which will notify you of the number of Shares held by you as at the Record Date including your Relevant Percentage Offer Shares, before completing Part A and/or Part B of this FAT.**

YOU ARE ENTITLED TO TENDER THE RELEVANT PERCENTAGE OFFER SHARES AND EXCESS SHARES. SUBJECT TO THE PARTIAL OFFER BECOMING UNCONDITIONAL IN ALL RESPECTS, ACCEPTANCES IN EXCESS OF THE RELEVANT PERCENTAGE OFFER SHARES WILL BE SCALED DOWN PROPORTIONATELY, BUT IN A MANNER WHICH MINIMISES THE NUMBER OF NEW ODD-LOT SHAREHOLDINGS AS THE OFFEROR MAY IN ITS ABSOLUTE DISCRETION DEEM FIT IN THE INTEREST OF THE OFFEROR.

I/We, _____ <div style="text-align: right; font-size: small;">(Full name of Shareholder and Joint Shareholder(s), if any)</div>
of _____ <div style="text-align: right; font-size: small;">(Address)</div>
Telephone No. (during office hours): _____
do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee").

The consideration for acceptance of the Partial Offer is S\$0.24 in cash for each Offer Share (the "Offer Price"), as stated in the Offer Document.

My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Partial Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT.

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.

I/We unconditionally and irrevocably warrant that, the Offer Shares in respect of which the Partial Offer is accepted by me/us are, and when transferred to the Offeror or Transferee, will be (i) fully paid; (ii) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) together with all rights, benefits and entitlements attached thereto as at the date of the announcement of the Partial Offer (the "Offer Announcement Date") and thereafter attaching thereto, including all voting rights, the right to receive and retain all dividends, rights and other distributions (if any) announced, declared, paid or made by the Company on or after the Offer Announcement Date.

I/We irrevocably warrant that I/we am/are not a party acting in concert with the Offeror in connection with the Partial Offer, or an associate of the Offeror or any party acting in concert with the Offeror in connection with the Partial Offer.

I/We irrevocably authorise any person nominated in writing by the Offeror or the Transferee to date this FAT and to complete the particulars of the Transferee on my/our behalf.

In the event of the Partial Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other documents will be returned to me/us at 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 own risk as soon as possible but in any event not later than 14 days from the lapse of the Partial Offer.

PART B - FOR ACCEPTANCES

I/We irrevocably authorise and direct the Offeror or its agent to send the consideration payable to me/us or any other documents which may be returned to me/us (including share certificate(s)) 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.

PLEASE SIGN HERE

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/First Joint Shareholder in the presence of:- Witness' Signature: _____) Name: _____) Address: _____) Occupation: _____)	_____ Signature of Shareholder
Signed, sealed and delivered by the above-named Second Joint Shareholder in the presence of:- Witness' Signature: _____) Name: _____) Address: _____) Occupation: _____)	_____ Signature of Shareholder

FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereunto affixed in the presence of: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 45%; text-align: center;"> _____ Director </div> <div style="width: 45%; text-align: center;"> _____ Director/Secretary </div> </div>

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 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 as may 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: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 45%; text-align: center;"> _____ Director </div> <div style="width: 45%; text-align: center;"> _____ Director/Secretary </div> </div>

INSTRUCTIONS

This FAT is for the use of Shareholders who hold Shares in the Company as at the Record Date and who wish to vote on the Partial Offer and/or accept the Partial Offer in respect of all or part of their total holding of 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 Shares beneficially owned by them and who wish to vote on and/or accept the Partial Offer in respect of such 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 Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Shares in time for them to vote on and/or accept the Partial Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to voting and acceptance are set out in Appendix 2 to the Offer Document under the section title "Procedures for Voting and Acceptance of the Partial Offer".

This FAT has been sent to you on the understanding that all your Shares are registered in your name. If, however, your Shares are held on your behalf by CDP and you wish to vote on and/or accept the Partial Offer in respect of some or all of these Shares, you should complete, sign and return 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 on production of satisfactory evidence that you are a Shareholder from The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

1. **Voting and Acceptance.** If you wish to vote on and/or accept the Partial Offer, this FAT must be completed and signed strictly in the manner set out in this FAT and in accordance with the provisions of the Offer Document and then forwarded with the relevant share certificate(s) and/or any other document(s) of title and/or other relevant document(s) required by the Offeror, by hand, or by post, at your own risk in the enclosed pre-addressed envelope to **Hap Seng Investment Holdings Pte. Ltd., c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** as soon as possible and in any event so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 13 FEBRUARY 2015**. If your share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror is/are not readily available or is/are lost, this FAT should nevertheless be completed and returned by the aforesaid time and the share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror forwarded to **Hap Seng Investment Holdings Pte. Ltd., c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** as soon as possible thereafter, at your own risk. The consideration will not be despatched until these documents or satisfactory indemnities and appropriate statutory declarations are received.

2. **Entitlement Notification Letter.** A letter (the "Entitlement Notification Letter") will be despatched to you after the Record Date to notify you of:

- (i) the number of Shares held by you as at the Record Date in respect of which you are entitled to vote on the Partial Offer; and
- (ii) your Relevant Percentage Offer Shares.

If you are unsure about the number of Shares you hold as at the Record Date, you may wait until you receive the Entitlement Notification Letter before completing Part A and/or Part B of this FAT.

3. **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 registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left in blank (to be completed by the Offeror or Transferee or a person authorised by either).

4. **Tendering Shares for voting under the Partial Offer.**

4.1 You may vote the number of Shares held by you as at the Record Date for or against the Partial Offer. Please vote by inserting the number of Shares you wish to vote in the "FOR" or "AGAINST" box (as appropriate) in Part A of this FAT.

4.2 (i) If you have inserted the number of Shares (instead of an Indication) only in the "FOR" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held as at the Record Date for the Partial Offer.

(ii) If you have inserted the number of Shares (instead of an Indication) only in the "AGAINST" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held as at the Record Date against the Partial Offer.

(iii) If you have inserted the number of Shares (instead of an Indication) in both the "FOR" and "AGAINST" boxes, you will be deemed to have voted such number of Shares inserted in the relevant boxes for or against the Partial Offer, respectively. If the total number of Shares inserted in both the "FOR" and "AGAINST" boxes exceeds the total number of Shares held by you as at the Record Date, you will be deemed not to have voted for or against the Partial Offer.

4.3 (i) If you have inserted an Indication (instead of the number of Shares) only in the "FOR" box, you will be deemed to have voted all your Shares held as at the Record Date for the Partial Offer.

(ii) If you have inserted an Indication (instead of the number of Shares) only in the "AGAINST" box, you will be deemed to have voted all your Shares held as at the Record Date against the Partial Offer.

(iii) If you have inserted an Indication (instead of the number of Shares) in both the "FOR" and "AGAINST" boxes, you will be deemed not to have voted for or against the Partial Offer.

4.4 (i) If you have inserted both an Indication and the number of Shares in the same box in Part A of this FAT, only the number of Shares inserted in the box will be taken into account and the Indication will be disregarded.

(ii) If you have inserted an Indication in one box and the number of Shares in another box in Part A of this FAT, you will be deemed to have voted (a) the number of Shares inserted in the latter box for or against the Partial Offer (as the case may be) and (b) the remainder of your Shares held as at the Record Date, if any, against for the Partial Offer (as the case may be).

4.5 If you have neither inserted (i) the number of Shares nor (ii) an Indication in Part A of this FAT, you will be deemed NOT to have voted either for or against the Partial Offer.

4.6 For the purposes of this FAT, an "Indication" is defined as a tick, cross or such other forms of annotation to be determined by the Offeror in its absolute discretion for the purpose of ascertaining your voting intention.

5. **Tendering Shares for acceptance under the Partial Offer.**

5.1 Please insert in Section (A) of Part B of this FAT the number of Relevant Percentage Offer Shares you wish to accept under the Partial Offer. Subject to paragraphs 5.2 to 5.9 below, you may accept the Partial Offer in excess of the total number of your Relevant Percentage Offer Shares by inserting the number of Excess Shares in Section (B) of Part B of this FAT. You may tender your Shares in acceptance of the Partial Offer in accordance, *inter alia*, with this paragraph 5 and the provisions of the Offer Document by completing Part B of this FAT and signing in the signature block at the end of this FAT.

5.2 Subject to the Partial Offer becoming unconditional as described in the Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire the Offer Shares. Acceptances in excess of the Offer Shares will be scaled down proportionately but in a manner which minimises the number of new odd-lot shareholdings as the Offeror may, in its absolute discretion, deem fit in the interests of the Offeror. None of the Offeror, MKES or Boardroom Corporate & Advisory Services Pte. Ltd. (the "Registrar") will take responsibility or liability for the consequences of such a decision.

5.3 In determining the number of Offer Shares for which the Partial Offer is made, fractions of a Share will be disregarded.

5.4 Please note that (i) if you have inserted the number of Shares in Section (A) of Part B of this FAT (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed to have accepted the Partial Offer in respect of such number of Shares so inserted in Section (A) of Part B of this FAT and (ii) if you have inserted the number of Shares in Section (B) of Part B of this FAT, you shall be deemed to have tendered, subject to the provisions of paragraph 5.2 above, such number of Shares for acceptance as Excess Shares under the Partial Offer. In all instances, the total number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the lower of (a) the number of Shares represented by the attached share certificate(s) save where such share certificate(s) is/are not readily available or is/are lost as provided under paragraph 1 above or (b) the number of Shares held by you as at the Record Date.

5.5 If the number of Shares inserted in Section (A) of Part B of this FAT exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to the provisions of paragraph 5.2 above, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (a) the difference between the total number of Shares inserted in Section (A) of Part B of this FAT and all your Relevant Percentage Offer Shares and (b) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.

5.6 If you want to accept the Partial Offer only in respect of part or all your Relevant Percentage Offer Shares under Section (A) of Part B of this FAT and do not want to tender any Excess Shares for acceptance, please ensure that you insert the number of Relevant Percentage Offer Shares in Section (A) and leave Section (B) of Part B of this FAT blank.

- 5.7 If you insert the number of Shares only in Section (B) of Part B of this FAT, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to the provisions of paragraph 5.2 above, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (a) the difference between the total number of Shares inserted in Section (B) of Part B of this FAT and all your Relevant Percentage Offer Shares and (b) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.
- 5.8 Subject to the provisions of paragraphs 5.1 to 5.7 above, you must ensure that you have attached the share certificate(s) for not less than the relevant number of Shares which you have tendered for acceptance under the Partial Offer, failing which you will be deemed to have accepted the Partial Offer in respect of such number of the Shares (if any) which are represented by the attached share certificate(s).
- 5.9 If Section (A) and Section (B) of Part B of this FAT have been left blank or the insertions in Section (A) and/or Section (B) of Part B of this FAT are not in terms of the number of Shares held by you (including insertions of ticks, crosses or percentages in Section (A) and/or Section (B) of Part B of this FAT), you will be deemed not have accepted the Partial Offer and your acceptance will be rejected.
6. **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.
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 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 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 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 the personal representative(s) of the deceased and lodged with **Hap Seng Investment Holdings Pte. Ltd., c/o Boardroom Corporate & Advisory Services Pte. Ltd., 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, the personal representative(s) of the deceased should sign this FAT. However, the original Grant of Probate or Letters of Administration must be lodged with **Hap Seng Investment Holdings Pte. Ltd., c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** before the personal representative(s) can effect the transfer of the Shares to which this FAT relates.
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 **Hap Seng Investment Holdings Pte. Ltd., c/o Boardroom Corporate & Advisory Services Pte. Ltd., 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, for example:
- (i) **Incorrect Name.** please complete this FAT with the correct name and lodge it accompanied by 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 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, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
11. **Disclaimer and Discretion.** The Offeror, MKES and the Registrar will be entitled, at their sole and absolute discretion, to reject or treat as valid, any vote on and/or acceptance which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect or invalid in any respect. If you wish to vote on and/or accept the Partial Offer, it is your responsibility to ensure that this FAT is properly completed in all respects and all required documents are provided. Any decision to reject any vote on and/or acceptance will be final and binding and none of the Offeror, MKES and the Registrar accepts any responsibility or liability for such a rejection, including the consequences of such a rejection. The Offeror and MKES reserve the right to treat votes on and/or acceptances of the Partial 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 provisions of the Offer Document and this FAT.
12. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s) or any other document(s) will be given by the Offeror, MKES or the Registrar.
13. **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.
14. **Conclusive Evidence.** Delivery of this duly completed and signed 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 Shares to which it relates.
15. **Governing Law and Third Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the vote on and/or acceptance of the Partial 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 FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Partial 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.