

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 advisor immediately.

This FAA relates to the exit offer letter dated 3 November 2022 ("Exit Offer Letter") in relation to the Exit 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 Exit Offer Letter.

The availability of the Exit Offer to shareholders of Memories Group Limited ("MGL" or the "Company") 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 in which they are located in. Such Overseas Shareholders are advised to read the section entitled "Overseas Shareholders" in the Exit Offer Letter.

EXIT OFFER ("EXIT OFFER") BY SAC CAPITAL PRIVATE LIMITED ("SAC CAPITAL"), FOR AND ON BEHALF OF MEMORIES (2022) PTE. LIMITED (THE "OFFEROR"), TO ACQUIRE (I) ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF MGL ("SHARES") HELD BY SHAREHOLDERS OF THE COMPANY ("SHAREHOLDERS") (OTHER THAN THOSE HELD AS TREASURY SHARES AND THOSE HELD, DIRECTLY AND INDIRECTLY, BY THE OFFEROR AS AT THE DATE OF THE EXIT OFFER) AND (II) ANY SECOND TRANCHE SHARES (AS DEFINED IN THE EXIT OFFER LETTER) UNCONDITIONALLY ISSUED PRIOR TO THE CLOSING DATE (COLLECTIVELY, "OFFER SHARES").

**EXIT OFFER FOR OFFER SHARES OF
MEMORIES GROUP LIMITED
FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES
(DO NOT SUBMIT THIS FAA TO CDP IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER.)**

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND OFFER SHARES HELD BY YOU

A

B The Exit Offer Consideration

The Offeror would like to acquire the Offer Shares held by you at the **Exit Offer Consideration, at your election: (a) the Cash Consideration of S\$0.047 for each Offer Share OR (b) the Share Consideration of one New Offeror Share at the price of S\$0.047 per New Offeror Share, for each Offer Share. The Exit Offer Consideration is final. The Offeror does not intend to revise the Exit Offer Consideration.** Submit your Form of Acceptance and Authorisation for Offer Shares to the CDP (a) in electronic form via investors.sgx.com if you wish to receive the Cash Consideration, or (b) in physical form by completing Section C below if you wish to elect to receive either the Cash Consideration OR the Share Consideration and sending this FAA to the addresses below, in either case **only** if you wish to accept the Exit Offer.

C Declaration by Shareholder

I/We wish to accept the Exit Offer for the number of Offer Shares as indicated below. Please insert the number of Offer Shares you wish to tender in acceptance of the Exit Offer in **ONLY ONE** of Box A or Box B⁽¹⁾:

Box A CASH CONSIDERATION	OR	Box B SHARE CONSIDERATION⁽²⁾⁽³⁾
		<div style="background-color: red; color: white; padding: 5px; display: inline-block;"> Indicate quantity here </div>



If you wish to elect to receive the **Cash Consideration**, please scan the QR Code to submit instructions online (applicable to Individual and Joint-Alt account holders only):

⁽¹⁾ Shareholders who accept the Exit Offer may elect to receive the Cash Consideration OR the Share Consideration, and NOT a combination thereof, as the Exit Offer Consideration for their Offer Shares. Please read paragraph 2 of the instructions contained herein carefully on how to fill in this FAA.

⁽²⁾ The New Offeror Shares are in a private unlisted company (unless it is converted into a public company), and Shareholders should carefully consider the risk factors and restrictions of holding the New Offeror Shares set out in Appendix 4 and Appendix 8 respectively to the Exit Offer Letter.

⁽³⁾ Shareholders who wish to elect to receive the Share Consideration are required to return the duly completed KYC Particulars Form together with the supporting document(s) which are satisfactory to the Offeror. Please refer to Section D below for further details on the submission of the KYC Particulars Form.

By signing below, I/we agree to the terms and conditions of the Exit Offer as set out in the Exit Offer Letter 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 Form of Acceptance and Authorisation to Memories (2022) Pte. Limited. c/o The Central Depository (Pte) Limited by:

For Cash Consideration
Online via investors.sgx.com
(applicable to Individual and Joint-Alt account holders only)

OR



For Cash Consideration OR Share Consideration
Robinson Road Post Office
P.O. Box 1984
Singapore 903934

If you wish to elect to receive the Share Consideration, you must also return the duly completed KYC Particulars Form enclosed in the envelope, together with the supporting document(s) which are satisfactory to the Offeror, by (i) post, in the enclosed pre-addressed envelope at your own risk, to Memories (2022) Pte. Limited, c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896, or (ii) email to main@zicoholdings.com, at the same time that you have submitted the completed FAA, failing which you will receive the Cash Consideration. Closing date and time: 5:30pm on 2 December 2022 (the "Closing Date"). The Offeror does not intend to extend the Exit Offer beyond 5.30 p.m. (Singapore time) on the Closing Date. Notice is hereby given that the Exit Offer will not be open for acceptances beyond 5.30 p.m. (Singapore time) on 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.

INSTRUCTIONS

The FAA is for the use of Depositors who wish to accept the Exit 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"). The FAA and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix 2 to the Exit Offer Letter.

This form 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 Exit Offer in respect of those Offer Shares, you should complete, sign and return 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 **Memories Group Limited from B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896** (the "Receiving Agent" or "Share Registrar").

1. Acceptance. If you wish to accept the Exit Offer using the FAA, it must be submitted strictly in any of the manners permitted and set out above and in accordance with the provisions and instructions of the Exit Offer Letter, **NOT LATER THAN 5.30 PM ON THE CLOSING DATE.** Proof of posting is not proof of receipt by the Offeror at the above address. The Offeror, SAC Capital, CDP and/or the Receiving Agent will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Exit Offer which is not entirely in order or which does not comply with the provisions and instructions contained in the Exit Offer Letter and in this FAA or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Exit Offer, 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 any acceptance of the Exit Offer through the FAA on will be final and binding and none of the Offeror, SAC Capital, CDP and/or the Receiving Agent accepts any responsibility or liability in relation to such a decision, including the consequences of such a decision. The Offeror and SAC Capital reserve the right to treat acceptances of the Exit 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 Exit Offer Letter or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAA. CDP takes no responsibility for any decision made by the Offeror or SAC Capital. Acceptances in the form of the FAT or by CDP online or by post will only be processed and validated on the next Business Day. Acceptances of the Exit Offer shall be irrevocable.

2. Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.
 2.1 You are entitled to elect to receive **ONLY ONE (a) the Cash Consideration; OR (b) the Share Consideration**, in respect of ALL the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Exit Offer is accepted. Any New Offer Shares will be issued to and registered in the name of the person/entity recorded as a Depositor in the Depository Register as at 5.30p.m. (Singapore time) on the date of receipt by CDP (or 5.30p.m. (Singapore time) on the Closing Date if this FAA is received by CDP on the Closing Date), for and on behalf of the Offeror.

2.2 Please fill in this FAA in accordance with the instructions below:
 (a) If you wish to elect to receive the **Cash Consideration**, please insert the number of Offer Shares you wish to tender in acceptance of the Exit Offer in **Box A; OR**
 (b) If you wish to elect to receive the **Share Consideration**, please insert the number of Offer Shares you wish to tender in acceptance of the Exit Offer in **Box B; AND**
 please fill in **ONLY ONE BOX**.

Please note that in all instances, the total number of Offer Shares you will be deemed to have tendered for acceptance under the Exit Offer shall not be more than the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of this FAA by CDP (the "Date of Receipt"), or, in the case where the Date of Receipt is on the Closing Date, as at 5.30p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date).

2.3 Subject to the provisions of paragraph 3 below, if you:
 (a) **do not specify such number** in any of Box A or Box B in Section C of this FAA, you shall be deemed to have accepted the Exit Offer in respect of **ALL** (and not part) of your Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt, or, in the case where the Date of Receipt is on the Closing Date, as at 5.30p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date) and elected for, and will receive, the **Cash Consideration**;
 (b) specify a number of Offer Shares which is **equal to or does not exceed** the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in any one or more of Box A or Box B in Section C of this FAA, you shall be deemed to have accepted the Exit Offer only in respect of the number of Offer Shares inserted in all the completed boxes and elected for, and will only receive, the form of **consideration pursuant to the first completed box from the left**; or
 (c) **check** any one or more of Box A or Box B in Section C of this FAA, or insert a number of Offer Shares in any one or more of Box A or Box B in Section C of this FAA and the number of Offer Shares specified **exceeds** the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt, or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date, you shall be deemed to have accepted the Exit Offer in respect of ALL (and not part) of your Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt, or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date), and elected for, and will only receive, the form of consideration **pursuant to the first completed box from the left**.

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

For example, an accepting Depositor has 500 Offer Shares standing to the credit of the "Free Balance" of his/its Securities Account as at 5.30 p.m. (Singapore time) on the Date of Receipt and:

- (i) specifies "600" in Box A and specifies "100" in Box B. Such accepting Depositor shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration; and
- (ii) specifies "100" in Box A and specifies "600" in Box B. Such accepting Depositor shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration; and
- (iii) leaves Box A empty and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Share Consideration; and
- (iv) specifies "0" in Box A and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Share Consideration; and
- (v) checks Box A and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration.

2.4 If, at the time of verification by CDP of the FAA on the Date of Receipt, if paragraph 2.3(c) above applies, and there are outstanding settlement instructions with CDP to receive further Shares into the "Free Balance" of your Securities Account ("Unsettled Buy Position"), and the Unsettled Buy Position settles such that the Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Exit 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 Exit Offer in respect of the balance number of Offer Shares indicated in Section C of this FAA which have not yet been accepted pursuant to paragraph 2.3(c) above, or the number of Settled Shares, whichever is less.

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 Exit 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 pursuant to the Closing Date of Receipt, either by submitting this FAA by post or by CDP, or by submitting an Electronic Acceptance, each Depository Agent confirms to the Offeror that in relation to each sub-account holder in respect of which such Depository Agent exercises such Electronic Acceptance: (a) such acceptance has been exercised in respect of all or part of the Offer Shares held by the Depository Agent for such sub-account holder; and (b) such sub-account holder has not elected to receive a combination of the Cash Consideration and the Share Consideration in respect of the Offer Shares held by such Depository Agent on its behalf.

Rejection. If you purchase Offer Shares on the SGX-ST on a date close to the Closing Date, your acceptance of the Exit Offer 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. on the Closing Date (if the Date of Receipt is on the Closing Date), unless paragraphs 2.3(c) read with paragraph 2.4 above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. on the Closing Date, your acceptance in respect of such Offer Shares will be rejected. None of CDP, SAC Capital and the Offeror (and for the avoidance of doubt, any of the Offeror's related corporations) 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 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, the Power of Attorney should be accompanied by a statement from 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. FAAs made by an attorney or other unauthorised person cannot be submitted in electronic form.

5. Deceased Securities Account Holders.

- (a) **If the sole securities account holder is deceased and if:**
 - (i) 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 Memories (2022) Pte. Limited, 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
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must register the original Grant of Probate or Letters of Administration with the Central Depository (Pte) Limited, c/o The Central Depository (Pte) Limited by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure of interruption of electronic systems, and you agree to hold CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.
- (b) **If one of the joint securities account holders is deceased and if the account is:**
 - (i) Joint alternate-signatory account, this FAA must be signed by ANY surviving joint holder(s); or
 - (ii) Joint signatories account, this FAA must be signed by ALL surviving joint holder(s), and lodged with Memories (2022) Pte. Limited, c/o The Central Depository (Pte) Limited, and accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.
 - (c) FAAs made by personal representative(s) of deceased depositor(s) cannot be submitted in electronic form.

6. Shares purchased with Central Provident Fund ("CPF"). If your purchase of the above Shares was settled through your CPF or Supplementary Retirement Scheme ("SRS") approved agent bank, finance company or depository agent and you wish to accept the Exit Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme or SRS approved agent bank, 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 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 Exit 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 the Terms and Conditions for User Services for Depository Agents. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for details on how to submit the relevant documents. Each Depository Agent confirms to the Offeror that in relation to each sub-account holder in respect of which such Depository Agent exercises such Electronic Acceptance: (a) such acceptance has been exercised in respect of all or part of the Offer Shares held by the Depository Agent for such sub-account holder; and (b) such sub-account holder has not elected to receive a combination of the Cash Consideration and the Share Consideration in respect of the Offer Shares held by such Depository Agent on its behalf.

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

10. General. No acknowledgement will be given by CDP for submissions of this FAA. All communications, notices, documents, payments and remittance to be delivered or sent to you will be sent by ordinary post at your own risk to your mailing address as it appears in the records of CDP. Settlement of the consideration under the Exit 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 Memories (2022) Pte. Limited, c/o The Central Depository (Pte) Limited by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure of interruption of electronic systems, and you agree to hold CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

11. Conclusive Evidence. Lodgement of this FAA with Memories (2022) Pte. Limited, 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 and CDP of the right and title of the person submitting it to deal with the same and with the Offer Shares which it relates. Upon receipt of this FAA, CDP will transfer the Offer Shares in respect of which you have accepted the Exit Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Shares will be held in the "Blocked Balance" until the consideration for such 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 neither the Offeror, SAC Capital, CDP nor the Receiving Agent shall be liable for any action or omission in respect of this FAA, any FAA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, SAC Capital, CDP the Receiving Agent 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 FAA and/or any information and/or documents submitted therewith.

13. Exit Offer Unconditional. If you have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Exit Offer becomes and is declared unconditional,

- (a) where you have elected to receive the **Cash Consideration**, CDP will send 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 directly into your designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("DCS") on the payment date as soon as practicable and in any event:
 - (i) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer becomes or is declared unconditional in all respects in accordance with its terms, within seven (7) Business Days after that date; or
 - (ii) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received after the date on which the Exit Offer becomes or is declared unconditional in all respects in accordance with its terms, but on or before 5.30 p.m. (Singapore time) on the Closing Date, within seven (7) business days after the date of such receipt.
 In the event you are not subscribed to CDP's DCS, any monies to be paid shall be credited to your Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein).
- (b) where you have elected to receive the **Share Consideration**, the Offeror c/o the Share Registrar will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Share Consideration by way of share certificate(s) for the appropriate number of New Offer Shares issued to you and sent by ordinary mail to your mailing address as recorded with CDP, at your own risk.

14. Governing Law and Third-Party Rights. By completing and submitting this FAA, you agree that the agreement arising from the acceptance of the Exit 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 Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter and this FAA, has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. 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 the CDP Internet Access Service; or (b) through CDP Phone Service using SMS OTP, under the option "To check your securities balance".

By completing and delivering this FAA (and the KYC Particulars Form, as the case may be), you (a) consent to the collection, use and disclosure of your personal data by the Offeror, MGL, SAC Capital, Securities Clearing and the Computer Services (Pte) Ltd, SGX-ST, CDP and the Share Registrar (the "Relevant Persons") for the purpose of facilitating your acceptance of the Exit Offer, and in order for the Relevant Persons to comply with applicable laws, listing rules, regulations and/or guidelines; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws; and (c) agree that you will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.

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 Exit Offer to the Offeror or any person nominated in writing by the Offeror (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 Exit Offer Letter.

2. Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Exit 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 liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever; and (iii) together with all rights, benefits and entitlements attached thereto as at the Joint Ann and the after attaching thereto (including the right to receive and retain all dividends, rights and other distribution, if any, which may be announced, declared, paid or made thereon by MGL, or on after the Joint 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 Exit Offer during the period commencing on the date of receipt of the 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 Exit 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 Exit Offer on the date of settlement of the consideration for such Offer Shares, in the event of the Exit 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 Exit Offer, information pertaining to the level of acceptance of the Exit Offer and any other information to the Offeror, the Transferee, SAC Capital (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 Exit Offer and my/our acceptance thereof.

6. Return of Offer shares. In the event the Exit Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, the relevant number of Offer Shares in respect of which you have accepted the Exit Offer will be returned to the "Free Balance" of your Securities Account as soon as possible but, in any event, not later than 14 days from the lapse of the Exit Offer.