

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 13 MAY 2022 ("OFFER DOCUMENT") 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 MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER (AS DEFINED BELOW) TO SHAREHOLDERS OF THE COMPANY (AS DEFINED BELOW) ("SHAREHOLDERS") WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE REGISTER OF MEMBERS ("REGISTER") OF THE COMPANY 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 CAREFULLY.

UNCONDITIONAL MANDATORY GENERAL OFFER ("OFFER") BY SAC CAPITAL PRIVATE LIMITED ("SAC CAPITAL"), FOR AND ON BEHALF OF NHPEA ACE REALTY COMPANY LIMITED ("OFFEROR"), FOR ALL THE OUTSTANDING SHARES IN THE CAPITAL OF APAC REALTY LIMITED ("COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR ("OFFER SHARES").

**UNCONDITIONAL MANDATORY GENERAL OFFER FOR  
APAC REALTY LIMITED  
FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES**

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

Part A: Number of Offer Shares Tendered in Acceptance of Offer	Part B: Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		SGD0.57 in cash for each Offer Share	

**NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 10 June 2022 or such later date(s) as may be announced from time to time by or on behalf of the Offeror ("Closing Date").**

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

of (Address) \_\_\_\_\_

Telephone No. (Office/Home): \_\_\_\_\_ (Handphone): \_\_\_\_\_

E-mail: \_\_\_\_\_

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (such person hereinafter called the "Transferee") the Offer Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above.

The consideration for acceptance of the Offer is the Offer Price, being **SGD0.57 in cash for each Offer Share**.

My/Our acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT to the Receiving Agent, is subject to the terms and conditions set out in this FAT and in the Offer Document.

**Irrevocable Acceptance.** My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document and the Singapore Code on Take-overs and Mergers, my/our acceptance of the Offer 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 Offer Shares set out in Part A above to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

**Warranty.** I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Offer is accepted by me/us or on behalf of the beneficial owner(s) thereof are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from any lien, equity, mortgage, charge, claim, hypothecation, encumbrance, easement, right of pre-emption, first refusal, tag-along or drag-along, security, title retention, preferential right, trust arrangement or other security interest or other third party right and interests of any nature whatsoever; and (iii) together with all right, benefits and entitlements as at the Offer Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, distributions or return of capital (if any) which may be announced, declared, paid or made by the Company on or after the Offer Announcement Date.

**Authorisation.** 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 Offer or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts being the consideration for the Offer Shares validly tendered in acceptance of the Offer, to me/us, by ordinary post at my/our own risk to the address stated above or, if none is set out, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address as stated in the records of the Register, by ordinary post at my/our own risk.

**Offer Unconditional.** As the Offer is unconditional in all respects, if I/we have accepted the Offer in accordance with the provisions contained herein and in the Offer Document, I/we will receive payment of the Offer Price by way of a Singapore Dollar crossed cheque drawn on a bank in Singapore for the appropriate amount at my/our own risk, as soon as practicable and in any event, within seven business days after the date of receipt of the duly signed and completed FAT and any other documents required in accordance with paragraph 1(iii) below.

**PLEASE SIGN HERE**

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

**FOR INDIVIDUAL SHAREHOLDERS**

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of: Witness' Signature _____ ) Name _____ ) NRIC/Passport No. _____ ) Address _____ ) Occupation _____ )	_____ Signature of Shareholder/first-named joint Shareholder
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Signed, sealed and delivered by the above-named joint Shareholder in the presence of: Witness' Signature _____ ) Name _____ ) NRIC/Passport No. _____ ) Address _____ ) Occupation _____ )	_____ Signature of joint Shareholder, if any
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**FOR CORPORATE SHAREHOLDERS**

The common seal of the above-named Shareholder was hereunto affixed in accordance with its constitution or relevant constitutive documents and in the presence of:

\_\_\_\_\_ )  
Director Director/Secretary

**Notes:**

- (a) A husband must not witness the signature of his wife and *vice versa*.
- (b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FAT must be executed under its common seal, the common seal being affixed and witnessed in accordance with its constitution 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 Offeror/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 and this FAT. The common seal of the Offeror/Transferee was hereunto affixed in the presence of:  _____ Director Director/Secretary )

## INSTRUCTIONS

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

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, some or all of your Offer Shares are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those Offer 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 and Appendix 2 to the Offer Document. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a Shareholder from CDP by contacting CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at [asksgx@sgx.com](mailto:asksgx@sgx.com) for instructions on how to obtain a copy of the FAA. **Electronic copies of the FAA may also be obtained on the website of the Singapore Exchange Securities Trading Limited ("SGX-ST") at [www.sgx.com](http://www.sgx.com).**

1. **Acceptance by Shareholders.** If you wish to accept the Offer in respect of all or any of your Offer Shares using this FAT, you should:
  - (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. In particular, you must state in Part A of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in Part B of this FAT, the share certificate number(s) of the relevant share certificate(s). If you:
    - (a) do not specify a number in Part A of this FAT; or
    - (b) specify a number in Part A of this FAT which exceeds the number of Offer Shares represented by the share certificate(s) accompanying this FAT,you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT;
  - (ii) sign this FAT in accordance with Appendix 2 of the Offer Document and the instructions printed on this FAT;
  - (iii) deliver:
    - (a) the duly completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
    - (b) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in this Offer Document and the FAT;
    - (c) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either); and
    - (d) any other relevant document(s),either:
    - (I) by hand to **NHPEA Ace Realty Company Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, only from 8.30 a.m. (Singapore time) to 5.30 p.m. (Singapore time) (Mondays to Fridays, excluding public holidays); or
    - (II) by post at your own risk to **NHPEA Ace Realty Company Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**,in each case so as to arrive **NO LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. Proof of posting is not proof of receipt by the Offeror at the above addresses. Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and delivered. Acceptances in the form of this FAT received by NPHEA Ace Realty Company Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632, at the address listed above on Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
2. **Unregistered Shareholding.** If your Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, 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 in its entirety (no part may be detached or otherwise mutilated), 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 blank (to be completed by the Offeror or the Transferee or a person authorised by either).
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. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Receiving Agent is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **NHPEA Ace Realty Company Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** as soon as possible thereafter but in any event no later than 5.30 p.m. (Singapore time) on the Closing Date.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, SAC Capital or the Receiving Agent.
6. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, 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 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 be attached with this FAT. No other signatures are acceptable.
7. **Sole Shareholder Deceased.** If the sole Shareholder is deceased and if:
  - (i) the Grant of Probate or Letters of Administration have been registered and lodged with Boardroom Corporate & Advisory Services Pte. Ltd., this FAT must be signed by all the personal representative(s) of the deceased and delivered to **NHPEA Ace Realty Company Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
  - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with Boardroom Corporate & Advisory Services Pte. Ltd., all the personal representative(s) of the deceased must personally proceed together to **Boardroom Corporate & Advisory Services Pte. Ltd.** with the original Grant of Probate or Letters of Administration before submitting this FAT. The Grant of Probate or Letters of Administration must be lodged with **NHPEA Ace Realty Company Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.
8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving joint Shareholder(s) and lodged with **NHPEA Ace Realty Company Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, accompanied by the death certificate, Letters of Administration and/or all other relevant documentation in respect of the deceased joint Shareholder.
9. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate(s), please carry out the following steps:
  - (i) **Incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed 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.
10. **Disclaimer and Discretion.** The Offeror, SAC Capital and the Receiving Agent will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through the FAT, which is not entirely in order or which does not comply with the terms of the Offer Document and the FAT or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the FAT is properly completed in all respects and that the 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, SAC Capital and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and SAC Capital each reserves the right to treat acceptances of the Offer as valid is received by or on behalf of any of them at any place or places determined by them otherwise than as stated in this Offer Document and in the FAT, or if made otherwise than in accordance with the provisions of the Offer Document and in the FAT. For the avoidance of doubt, acceptances in the form of this FAT received by the Receiving Agent on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day.
11. **Risk of Posting.** All communications, certificates, notices, documents, payments and remittances to be delivered or sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the records of the Receiving Agent (or for the purposes of remittances only, to such address as may be specified in this FAT) at your own risk. None of the Offeror, SAC Capital, the Receiving Agent or CDP accepts any responsibility or liability for the loss in transmission of any communication, certificate, notice, document or remittance.
12. **Conclusive Evidence.** Delivery of this duly completed and signed FAT, together with the relevant share certificate(s) and/or other document(s) of title (where applicable) and/or any other relevant document(s) required by the Offeror, to the Offeror, SAC Capital and/or the Receiving Agent, as the case may be, shall be conclusive evidence in favour of the Offeror, SAC Capital and/or the Receiving Agent, as the case may be, of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates. The Offeror, SAC Capital and/or the Receiving Agent shall be entitled to assume the accuracy of any information and/or documents submitted together with this FAT and shall not be required to verify or question the validity of the same.
13. **Personal Data Privacy.** By completing and delivering this FAT, you (i) consent to the collection, use and disclosure of your personal data by the Offeror, SAC Capital, the Receiving Agent, CDP, the SGX-ST and the Company ("**Relevant Persons**") for the purpose of facilitating your acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, regulations and/or guidelines; and (iii) 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.
14. **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 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 Offer, the Offer Document, this FAT and/or any related documents, has no rights under the Contracts (Rights of Third Parties) Act 2001 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. **Liability.** You agree that neither the Offeror, SAC Capital, the Receiving Agent nor CDP shall be liable for any action or omission in respect of this FAT 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, the Receiving Agent, CDP and their respective affiliates, directors, officers, employees and agents ("**Indemnified Parties**") against (i) any claim, demand, action or proceeding made or initiated against; and/or (ii) 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 FAT and/or any information and/or documents submitted therewith.