

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (“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 OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 22 JANUARY 2018 (“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 TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (“OVERSEAS SHAREHOLDERS”) AS SHOWN ON THE REGISTER OF MEMBERS (“REGISTER”) OF THE COMPANY (AS DEFINED BELOW) 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.

**VOLUNTARY UNCONDITIONAL OFFER (“OFFER”) BY RHB SECURITIES SINGAPORE PTE. LTD. (“RHBSEC”), FOR AND ON BEHALF OF KAISER UNION LIMITED (“BIDCO”), TO ACQUIRE ALL OF THE ISSUED AND PAID-UP ORDINARY SHARES (“SHARES”) IN THE CAPITAL OF TIH LIMITED (“COMPANY”, AND SUCH SHARES, “OFFER SHARES”).**

**VOLUNTARY UNCONDITIONAL OFFER FOR  
TIH 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
		S\$0.57 for each Offer Share, as to which S\$0.125 will be paid in cash (“Cash Consideration”) and S\$0.445 will be paid in principal amount of Offeror Notes (“Notes Consideration”)	
<b>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: 12.00 p.m. (Singapore time) on 20 February 2018 (“Closing Date”), except that acceptances of the Offer via Electronic Acceptances must be received not later than 5.30 p.m. (Singapore time) on 19 February 2018. Notice is hereby given that the Offer will not be open for acceptances beyond the Closing Date, except that such notice shall not be capable of being enforced in the event a Competing Offer arises. This means that, save in the event a Competing Offer arises, there will NOT be any extension of the Closing Date pursuant to Rule 22.6 of the Code and shareholders of the Company who do not accept the Offer by the Closing Date will NOT be able to do so after the Closing Date. Acceptances of the Offer received after 12.00 p.m. (Singapore time) on the Closing Date will be rejected.</b>			

I/We, (Full name(s) of Shareholder and joint Shareholder(s), if any) _____ (Passport/NRIC/Company Registration Number) _____
Of (Address) _____
Telephone No. (Office/Home): _____ Handphone: _____ E-mail: _____

do hereby transfer to BidCo or any person nominated in writing by BidCo (BidCo or 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 S\$0.57 for each Offer Share, as to which S\$0.125 will be paid by the Cash Consideration and S\$0.445 by the Notes Consideration, as stated in the Offer Document. Unless otherwise announced by or on behalf of BidCo in the event of a Competing Offer, the Offer Price is final and will not be revised.

My/Our acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT, is subject to the terms and conditions set out below 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 made by BidCo upon the terms and subject to the conditions contained in the Offer Document and this FAT. Save as set out in the Singapore Code on Take-overs and Mergers and the Offer Document, 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 Offer Shares to the Transferee, and to enable 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, *inter alia*, that the Offer Shares in respect of which the Offer is accepted by me/us or accepted by me/us on behalf of the beneficial owner(s) thereof are, and when transferred to the Transferee, will be (i) fully paid; (ii) free from all claims, charges, liens, mortgages, encumbrances, hypothecation, retention of title, power of sale, equity, options, rights of pre-emption, rights of first refusal or other third party rights or interests of any nature whatsoever; and (iii) together with all rights, benefits and entitlements attached thereto as at 8 January 2018 (“Offer Announcement Date”) and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and 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 Transferee to date this FAT and to complete the particulars of the Transferee on my/our behalf. I/We irrevocably authorise and direct BidCo or its agent to send cheques for the appropriate amounts being the consideration for the Offer Shares payable 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 risk.

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

PLEASE SIGN HERE

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

**FOR CORPORATE SHAREHOLDERS**

The Common Seal of the above-named Shareholder was hereunto affixed 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 BidCo. BidCo 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:
_____
Director

## 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 are set out in Appendix 2 of the Offer Document under the section titled "Procedures for Acceptance of the Offer".

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which 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. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a shareholder of the Company from The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Electronic copies of the FAA may also be obtained on the website of the 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, 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) attached hereto,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
  - (ii) sign this FAT in accordance with the Offer Document and the instructions printed on this FAT.
2. **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 BidCo 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 blank (to be completed by the Transferee or a person authorised by it).
3. **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 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);
  - (ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by BidCo and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer; and
  - (iii) 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 Transferee or a person authorised by it),either:
  - (a) by hand, to **Kaiser Union Limited c/o Boardroom Corporate & Advisory Services Pte Ltd, 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 **Kaiser Union Limited c/o Boardroom Corporate & Advisory Services Pte Ltd, 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623**. If the completed and signed FAT is delivered by post to BidCo, please use the pre-addressed envelope at your own risk which is enclosed with this FAT. It is your responsibility to affix adequate postage on the said envelope,in each case so as to arrive **NOT LATER THAN 12.00 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. **Overseas Shareholders.** The release, publication or distribution of this FAT and the Offer Document, and the availability of the Offer, to Shareholders outside Singapore, may be affected by the laws of the relevant overseas jurisdictions. Accordingly, such Shareholders should inform themselves about, and observe, any applicable requirements in their own jurisdictions. As the Offer Price is payable in part by the Notes Consideration (as opposed to wholly in cash), the Offer may be an offer for securities in respect of which a prospectus or similar offering document may be required to be registered under the laws and regulations of jurisdictions other than Singapore. As it is not reasonably practicable for BidCo to register a prospectus or similar offering document or otherwise comply with all applicable laws and regulations under all such other jurisdictions:
  - (i) this FAT and the Offer Document will be despatched to Shareholders with either a mailing address or a corporate action mailing address in Singapore, as shown on the Register or, as the case may be, in the records of the CDP ("**Singapore Shareholders**"); and
  - (ii) this FAT will be accepted from Singapore Shareholders and Shareholders whose Acceptance Forms have a Singapore address endorsed on them.This FAT and the Offer Document will not be despatched to Shareholders with neither a mailing address nor a corporate action mailing address in Singapore, as shown on the Register or, as the case may be, in the records of CDP ("**Overseas Shareholders**"), and FATs without a Singapore address endorsed thereon will not be accepted, in each case subject to the relevant Shareholders showing, to the reasonable satisfaction of BidCo, that the return of this FAT and the issue and despatch of the Notes Consideration to such Shareholders do not contravene any applicable laws and regulations. If a person who becomes a Shareholder after the balance capture date for the earliest despatch of the Offer Document wishes for this FAT and the Offer Document to be despatched to it, such Shareholder should have either a mailing address or a corporate action mailing address in Singapore, as shown in the records of CDP, as at the date it purchases such Shares (as opposed to the date of settlement of the purchases). This FAT and the Offer Document does not constitute an offer to sell or a solicitation of an offer to subscribe for or buy any security, nor will there be any sale, issuance or transfer of the securities referred to in this FAT and the Offer Document in any jurisdiction in contravention of applicable laws and regulations.
6. **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 BidCo and/or the Receiving Agent, is/are not readily available or is/are lost, please contact the share registrar of the Company, **Boardroom Corporate & Advisory Services Pte Ltd, 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623**. 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 **Kaiser Union Limited c/o Boardroom Corporate & Advisory Services Pte Ltd, 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623** as soon as possible thereafter but in any event before 12.00 p.m. (Singapore time) on the Closing Date.
7. **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 BidCo, RHBSEC or the Receiving Agent.
8. **Shareholder Abroad.** If the 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.
9. **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 all the personal representative(s) of the deceased and lodged with **Kaiser Union Limited 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, all the personal representative(s) of the deceased must go to the Company Secretary of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Company first, before submitting this FAT. The Grant of Probate or Letters of Administration must be lodged with **Kaiser Union Limited c/o Boardroom Corporate & Advisory Services Pte Ltd, 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623** before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.
10. **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 **Kaiser Union Limited 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 and all other relevant documentation, in respect of the deceased Shareholder.
11. **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.
12. **Disclaimer and Discretion.** BidCo, RHBSEC 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 Offer through this FAT which is not entirely in order or which does not comply with the terms 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 submitted with original signature(s) and that all required documents (where applicable) are provided. BidCo and RHBSEC 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 provisions of the Offer Document and in this FAT. Any decision to reject or treat as valid any acceptance will be final and binding and none of BidCo (or, for the avoidance of doubt, any of BidCo's related corporations), RHBSEC and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision. Acceptances in the form of this FAT received by the Receiving Agent on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
13. **Risk of Posting.** All communications, certificates, notices, documents 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.
14. **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 BidCo and/or the Receiving Agent, to BidCo and/or the Receiving Agent, as the case may be, shall be conclusive evidence in favour of the Transferee and the Receiving Agent 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.
15. **Personal Data Privacy.** By completing and delivering this FAT, you (i) consent to the collection, use and disclosure of his personal data by the Receiving Agent, BidCo, RHBSEC and the Company (the "**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 law; 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.
16. **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 otherwise expressly provided 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 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.