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GREAT EASTERN HOLDINGS LIMITED

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GENERAL ANNOUNCEMENT::DESPATCH OF FORM 58 AND NOTIFICATION LETTER

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Submitted By (Co./ Ind. Name)

J.P. Morgan Securities Asia Private Limited / Yi Chang Lim

Designation

Associate

Description (Please provide a detailed description of the event in the box below)

Please see attached.

Attachments



[DESPATCH OF FORM 58 AND NOTIFICATION LETTER.pdf](#)



[Notification Letter.pdf](#)



[Form 58.pdf](#)



[FEA.pdf](#)



[FET.pdf](#)



Oversea-Chinese Banking Corporation Limited
(Incorporated in the Republic of Singapore)
(Company Registration No. 193200032W)

DESPATCH OF FORM 58 AND NOTIFICATION LETTER

1. INTRODUCTION

1.1 Oversea-Chinese Banking Corporation Limited (the "**Offeror**") refers to:

- (i) the offer announcement (the "**Offer Announcement**") dated 10 May 2024 (the "**Offer Announcement Date**") by J.P. Morgan Securities Asia Private Limited ("**J.P. Morgan**") for and on behalf of the Offeror, in relation to the voluntary unconditional general offer (the "**Offer**") for all the issued ordinary shares (the "**Shares**") in the capital of Great Eastern Holdings Limited (the "**Company**" or "**GEH**") as at the date of the Offer, other than those Shares already owned or agreed to be acquired by the Offeror or its subsidiaries (the "**Offer Shares**");
- (ii) the offer document dated 31 May 2024 containing the terms and conditions of the Offer (the "**Offer Document**"); and
- (iii) the announcement by J.P. Morgan for and on behalf of the Offeror dated 12 July 2024 in relation to the close of the Offer.

All capitalised terms used and not defined herein shall have the same meanings given to them in the Offer Document.

2. SECTION 215(3) OF THE COMPANIES ACT

2.1 Section 215(3). As the Offeror holds 90 per cent. or more of the total number of Shares pursuant to the Offer, Shareholders who have not accepted the Offer (the "**Non-Assenting Shareholders**") will have a right, under and subject to Section 215(3) of the Companies Act (the "**S215(3) Right**"), to require the Offeror to acquire their Offer Shares which have not been tendered in acceptance of the Offer (the "**Exercise Shares**"). Such Non-Assenting Shareholders may, within three months from the date of the Form 58 (as defined below), exercise their S215(3) Right to require the Offeror to acquire their Exercise Shares and the Offeror shall be entitled and bound to acquire those Exercise Shares on the same terms as those offered under the Offer.

2.2 No Encumbrances. Where a Non-Assenting Shareholder elects to exercise the S215(3) Right, the Exercise Shares in respect of which the S215(3) Right has been exercised will be acquired at the Offer Price (or “**Exercise Price**”) of S\$25.60 for each Exercise Share:

- (i) fully paid;
- (ii) free from any Encumbrances; and
- (iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date (being 10 May 2024) and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date.

Accordingly, in the event any Distribution is or has been declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date to a Shareholder who validly exercises the S215(3) Right (“**Exercising Shareholder**”), the Exercise Price for each Exercise Share which is payable to the Exercising Shareholder shall be reduced by an amount which is equal to the amount of such Distribution if the Exercise Shares are not transferred to the Offeror prior to the record date for such Distribution and the Offeror is not entitled to receive the Distribution in respect of the Exercise Shares.

3. DESPATCH OF FORM 58 AND NOTIFICATION LETTER

3.1 Despatch. The Offeror wishes to announce that, in connection with the S215(3) Right, that it has on 23 July 2024, despatched to the Non-Assenting Shareholders:

- (i) a Notice to Non-Assenting Shareholder in the form prescribed under the Companies Act (the “**Form 58**”);
- (ii) a hardcopy notification letter (the “**Notification Letter**”) setting out details of the S215(3) Right;
- (iii) where applicable, (for Non-Assenting Shareholders holding Exercise Shares deposited with The Central Depository (Pte) Limited (“**CDP**”) a Form of Exercise and Authorisation for Exercise Shares (“**FEA**”) or (for Non-Assenting Shareholders holding in scrip form) a Form of Exercise and Transfer for Exercise Shares (“**FET**” and together with the FEA, the “**Relevant Exercise Forms**”); and
- (iv) a pre-addressed envelope, which is pre-paid for posting in Singapore only. It is the responsibility of Non-Assenting Shareholders to affix adequate postage on the said envelope if posting from outside of Singapore.

3.2 Electronic copies of the Form 58, Notification Letter and Relevant Exercise Forms may also be obtained on the SGXNET announcement page of the Offeror and GEH.

4. PROCEDURES FOR EXERCISE OF S215(3) RIGHT AND EXPIRY DATE

- 4.1 The procedures for exercise of the S215(3) Right are set out in the Notification Letter and in the Relevant Exercise Forms (as applicable).
- 4.2 Non-Assenting Shareholders are to note that the S215(3) Right will lapse at **5.30 p.m. (Singapore time) on 23 October 2024 (“Expiry Date”)**. Non-Assenting Shareholders who wish to exercise the S215(3) may do so by submitting the completed FEA in electronic form via the SGX-ST’s Investor Portal at investors.sgx.com (in respect of individual and joint-alt account holders only) and/or completing and returning the FEA and/or the FET (as the case may be) before the Expiry Date in accordance with the instructions in the Notification Letter and the Relevant Exercise Forms.
- 4.3 **CPFIS and SRS Investors.** CPFIS Investors and/or SRS Investors, should consult their respective CPF Agent Banks and SRS Agent Banks (as the case may be) for further information on how to exercise their S215(3) Right.
- 4.4 **Overseas Shareholders.** The Form 58, Notification Letter, Relevant Exercise Forms and/or any related documents do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. Where there are potential restrictions on sending the Form 58, Notification Letter, Relevant Exercise Forms and/or any related documents to any overseas jurisdictions, the Offeror reserves the right not to send the Form 58, Notification Letter, Relevant Exercise Forms and/or any related documents to such overseas jurisdictions. Shareholders whose addresses are outside Singapore as shown in the Register or, as the case may be, in the records of CDP (collectively, “**Overseas Shareholders**”) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

5. GENERAL

Non-Assenting Shareholders who are in doubt about any of the matters referred to in this Announcement, the Form 58, Notification Letter, Relevant Exercise Forms and/or any related documents should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

6. RESPONSIBILITY STATEMENT

The Offeror Directors (including any director who may have delegated detailed supervision of the preparation of this Announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Announcement are fair and accurate and that there are no other material facts not contained in this Announcement, the omission of which would make any statement in this Announcement misleading, and they jointly and severally accept full responsibility.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from GEH, the sole responsibility of the Offeror Directors has been to ensure through reasonable enquiries that such information is accurately and correctly

extracted from such sources and/or reflected or reproduced in this Announcement in its proper form and context.

Issued by

Oversea-Chinese Banking Corporation Limited

23 July 2024

Any inquiries relating to the exercise of the S215(3) Right should be directed during office hours to:

J.P. Morgan Securities Asia Private Limited

88 Market Street

#30-00

Singapore 048948

Tel: +65 6882 2621 / +65 6807 5532



Oversea-Chinese Banking Corporation Limited

(Incorporated in the Republic of Singapore)

Company Registration No. 193200032W

23 July 2024

To: The Shareholders of Great Eastern Holdings Limited

Notification of Rights of Shareholders of Great Eastern Holdings Limited (“GEH”) pursuant to Section 215(3) of the Companies Act 1967 (the “Companies Act”)

1. Introduction

- 1.1 Offer.** We refer to the offer announcement dated 10 May 2024 (the “**Offer Announcement Date**”) and the formal offer document dated 31 May 2024 in relation to the voluntary unconditional general offer (the “**Offer**”) by J.P. Morgan Securities Asia Private Limited (“**J.P. Morgan**”), for and on behalf of Oversea-Chinese Banking Corporation Limited (the “**Offeror**”), for all the issued ordinary shares (“**Shares**”) in the capital of GEH as at the date of the Offer, other than those Shares already owned or agreed to be acquired by the Offeror or its subsidiaries (the “**Offer Document**”).

Unless otherwise defined, all capitalised terms used in this Letter shall bear the same meanings as ascribed to them in the Offer Document.

If you have already (i) validly accepted the Offer in respect of all your Offer Shares by completing and returning a FAA and/or FAT or (ii) sold all your Offer Shares prior to the date of this Letter, please disregard this Letter and the Accompanying Documents (as defined below).

- 1.2 Accompanying Documents.** Printed copies of this Letter are accompanied by:

1.2.1 Form 58 (as defined below);

1.2.2 (if you hold Exercise Shares (as defined below) deposited with The Central Depository (Pte) Limited (“**CDP**”) a Form of Exercise and Authorisation for Exercise Shares (“**FEA**”) or (if you hold Exercise Shares in scrip form) a Form of Exercise and Transfer for Exercise Shares (“**FET**” and together with the FEA, the “**Relevant Exercise Forms**”); and

1.2.3 a pre-addressed envelope, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore,

(collectively, the “**Accompanying Documents**”).

If you hold Exercise Shares deposited with CDP and/or in scrip form and do not receive the Accompanying Documents, you may obtain the Accompanying Documents upon production of satisfactory evidence that you are a Shareholder (i) if you hold Exercise Shares deposited with CDP, from CDP by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com) or (ii) if you hold Exercise Shares in scrip form, from Boardroom Corporate & Advisory Services Pte. Ltd. (the “**Registrar**”) at its office located at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632.

Electronic copies of this Letter, the Form 58, and Relevant Exercise Forms may also be obtained on the SGXNET announcement page of the Offeror and GEH.

1.3 Aggregate Shareholding. As announced by J.P. Morgan, for and on our behalf, as at 5.30 p.m. (Singapore time) on 12 July 2024, we had acquired, agreed to acquire and/or received valid acceptances in respect of an aggregate of 23,111,207 Shares, resulting in us holding an aggregate of 441,697,966 Shares¹ representing approximately 93.32 per cent.² of all the issued Shares.

2. Right under Section 215(3) of the Companies Act

2.1 Non-Assenting Shareholder. According to the records maintained by CDP and/or the Registrar, as the case may be, you may not have accepted the Offer.

Under Section 215(3) of the Companies Act, you (a **“Non-Assenting Shareholder”**) have the right (the **“S215(3) Right”**) to require us to acquire your Offer Shares which have not been tendered in acceptance of the Offer (the **“Exercise Shares”**). In connection therewith, a Notice to Non-Assenting Shareholder in the form prescribed under the Companies Act (the **“Form 58”**) is enclosed with this Letter. You may, within three months from the date of the Form 58 (that is, by 23 October 2024) (the **“Expiry Date”**), exercise your S215(3) Right to require us to acquire your Exercise Shares and we shall be entitled and bound to acquire those Exercise Shares on the same terms as those offered under the Offer.

Please disregard this Letter and the Accompanying Documents if you have already validly accepted the Offer in respect of all your Offer Shares or sold all your Offer Shares prior to the date of this Letter.

2.2 No Encumbrances. Where a Non-Assenting Shareholder elects to exercise the S215(3) Right, the Exercise Shares in respect of which the S215(3) Right has been exercised will be acquired at the Offer Price (or **“Exercise Price”**) of S\$25.60 for each Exercise Share:

2.2.1 fully paid;

2.2.2 free from any Encumbrances; and

2.2.3 together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date (being 10 May 2024) and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date.

Accordingly, in the event any Distribution is or has been declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date to a Non-Assenting Shareholder who validly exercises the S215(3) Right (**“Exercising Shareholder”**), the Exercise Price for each Exercise Share which is payable to the Exercising Shareholder shall be reduced by an amount which is equal to the amount of such Distribution if the Exercise Shares are not transferred to the Offeror prior to the record date for such Distribution and the Offeror is not entitled to receive the Distribution in respect of the Exercise Shares.

2.3 Exercise of S215(3) Right. If you wish to exercise your S215(3) Right in respect of all or part of your Exercise Shares please, as soon as possible after the receipt of this Letter, take the following steps:

2.3.1 if you hold Exercise Shares deposited with CDP, please ensure that you complete and return the FEA:

(i) **by post**, in the enclosed pre-addressed envelope at your own risk, to Oversea-Chinese Banking Corporation Limited c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or

¹ This excludes the Offeror’s deemed interest in 56,900 Shares held by its subsidiary, BOS Trustee Limited, as trustee of The SOME Trust for 49,900 Shares and as trustee of The Kudzu 2022 Trust for 7,000 Shares.

² Based on a total of 473,319,069 Shares as at the date of this Letter and rounded to the nearest two decimal places.

- (ii) **in electronic form**, via the SGX-ST's Investor Portal at <investors.sgx.com> (in respect of individual and joint-alt account holders only); and

2.3.2 if you hold Exercise Shares in scrip form, please ensure that you complete and return the FET, together with 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 Exercise Shares in respect of which you wish to exercise your S215(3) Right:

- (i) **by hand**, to Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632; or
- (ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632,

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on 23 October 2024. If the Relevant Exercise Forms are delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with the Relevant Exercise Form(s), which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above addresses. Settlement of the Exercise Price for such Exercise Shares cannot be made until all relevant documents have been properly completed and delivered.

2.4 CPFIS and SRS Investors. If you are a CPFIS Investor and/or SRS Investor, please consult your respective CPF Agent Banks and SRS Agent Banks (as the case may be) for further information on how to exercise your S215(3) Right.

2.5 Settlement. Subject to the receipt by the Offeror from Non-Assenting Shareholders of all relevant documents required by the Offeror which are complete in all respects and in accordance with the instructions given in this Letter, the Relevant Exercise Forms and/or the terms and conditions for Electronic Acceptance (as the case may be) and in the case of a Depositor, the receipt by the Offeror of a confirmation satisfactory to it that the number of Exercise Shares tendered by the Depositor in exercise of the S215(3) Right are standing to the credit of the "Free Balance" of the Depositor's Securities Account at the relevant time, remittances for the appropriate amounts will be despatched to the Exercising Shareholders (or, in the case of Shareholders holding share certificate(s) which are not deposited with CDP, their designated agents, as they may direct) by means of:

2.5.1 in the case of Exercising Shareholders who are Depositors:

- (i) who are subscribed to CDP's DCS, credited directly into the Exercising Shareholder's designated bank account for SGD via CDP's DCS (or in such other manner as such Exercising Shareholder may have agreed with CDP for the payment of any cash distribution); or
- (ii) who are not subscribed to CDP's DCS, credited to the Exercising Shareholder's Cash Ledger and subject to the same terms and conditions applicable to Cash Distributions under the CDP Operation of Securities Account Terms ("Cash Ledger" and "Cash Distribution" are as defined therein); or

2.5.2 in the case of an Exercising Shareholder holding share certificate(s) which are not deposited with CDP, a SGD crossed cheque drawn on a bank operating in Singapore and sent by ordinary post to his address stated in his FET or if none is stated, to his address as indicated in the Register, at the risk of the Exercising Shareholder,

as soon as practicable and in any event within seven Business Days of the date of such receipt.

2.6 Further details on the procedures for exercising the S215(3) Right are set out in the **Appendix** to this Letter.

3. General

If you are in any doubt about any of the matters referred to in this Letter, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

4. Overseas Shareholders

This Letter, the Accompanying Documents and/or any related documents do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. Where there are potential restrictions on sending this Letter, the Accompanying Documents and/or any related documents to any overseas jurisdictions, the Offeror reserves the right not to send this Letter, the Accompanying Documents and/or any related documents to such overseas jurisdictions.

Shareholders whose addresses are outside Singapore as shown in the Register or, as the case may be, in the records of CDP (collectively, "**Overseas Shareholders**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

5. Responsibility Statement

The Offeror Directors (including any director who may have delegated detailed supervision of the preparation of this Letter) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Letter are fair and accurate and that there are no other material facts not contained in this Letter, the omission of which would make any statement in this Letter misleading, and they jointly and severally accept full responsibility.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from GEH, the sole responsibility of the Offeror Directors has been to ensure through reasonable enquiries that such information is accurately and correctly extracted from such sources and/or reflected or reproduced in this Letter in its proper form and context.

Yours faithfully

For and on behalf of

Oversea-Chinese Banking Corporation Limited

Any inquiries relating to the exercise of the S215(3) Right should be directed during office hours to:

J.P. Morgan Securities Asia Private Limited

88 Market Street

#30-00

Singapore 048948

Tel: +65 6882 2621 / +65 6807 5532

**APPENDIX
PROCEDURES FOR EXERCISE OF THE S215(3) RIGHT**

1. PROCEDURES FOR EXERCISE OF THE S215(3) RIGHT BY DEPOSITORS

1.1 Depositors whose Securities Accounts are credited with Exercise Shares. If you have Exercise Shares standing to the credit of the “Free Balance” of your Securities Account, you should receive this Letter together with the FEA. If you do not receive the FEA, you may obtain a copy of the FEA, upon production of satisfactory evidence that you are a Shareholder, from CDP by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com). An electronic copy of the FEA may also be obtained from the website of the SGX-ST at www.sgx.com.

Exercise. If you wish to exercise your S215(3) Right, you should:

(i) complete the FEA in accordance with this Letter and the instructions printed on the FEA (which provisions and instructions shall be deemed to form part of the terms and conditions for the exercise of the S215(3) Right). In particular, you must state in **Section C** of the FEA, the number of Exercise Shares in respect of which you wish to exercise your S215(3) Right;

(a) if you:

(1) do not specify such number; or

(2) specify a number which exceeds the number of Exercise Shares standing to the credit of the “Free Balance” of your Securities Account on the date of receipt of the FEA by CDP (“**Date of Receipt**”) or, in the case where the Date of Receipt is on the Expiry Date, by 5.30 p.m. (Singapore time) on the Expiry Date,

you shall be deemed to have exercised your S215(3) Right in respect of all the Exercise Shares standing to the credit of the “Free Balance” of your Securities Account on the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if the FEA is received by CDP on the Expiry Date);

(ii) if you are submitting the FEA in physical form, sign the FEA in accordance with this **Appendix** and the instructions printed on the FEA; and

(iii) submit the completed FEA:

(a) **by post**, in the enclosed pre-addressed envelope at your own risk, to Oversea-Chinese Banking Corporation Limited c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or

(b) **in electronic form**, via SGX-ST’s Investor Portal at <investors.sgx.com> (in respect of individual and joint-alt account holders only),

in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Expiry Date. If the completed and signed FEA is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with the FEA and which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. If you submit the FEA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold the Offeror and CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

If you are a Depository Agent, you may exercise the S215(3) Right via Electronic Acceptance. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf and such Electronic Acceptances must be submitted not later than 5.30 p.m. (Singapore time) on the Expiry Date. Such Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in the FEA and this Letter as if the FEA had been completed and delivered to CDP.

- 1.2 FEAs received on Saturday, Sunday and Public Holidays.** For the avoidance of doubt, FEAs received by CDP on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day.
- 1.3 General.** No acknowledgement will be given by CDP for submissions of FEAs. All communications, notices, documents and payments to be delivered or sent to you will be sent by ordinary post at your own risk to your address as it appears in the records of CDP. For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Exercise Shares credited to your Securities Account. You can verify such number in your Securities Account: (i) through CDP Online if you have registered for the CDP Internet Access Service, or (ii) through the CDP Phone Service using SMS OTP, under the option "To check your securities balance".
- 1.4 Blocked Balance.** Upon receipt of the FEA which is complete and valid in all respects, CDP will transfer the Exercise Shares in respect of which you have exercised your S215(3) Right from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Exercise Shares will be held in the "Blocked Balance" until the consideration for such Exercise Shares has been despatched to you.
- 1.5 Notification.** If you have exercised your S215(3) Right in accordance with the provisions contained in this **Appendix** and the FEA, CDP will send you a notification letter stating the number of Exercise Shares debited from your Securities Account together with payment of the Exercise Price which will be credited directly into your designated bank account for SGD via CDP's DCS on the payment date as soon as practicable and in any event, in respect of exercises of your S215(3) Right which are complete and valid in all respects, within seven Business Days of the Date of 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).
- 1.6 No Securities Account.** If you do not have an existing Securities Account in your own name at the time of exercise of the S215(3) Right, your exercise as contained in the FEA will be rejected.

2. PROCEDURES FOR EXERCISE OF THE S215(3) RIGHT BY SCRIP HOLDERS

2.1 Shareholders whose Shares are not deposited with CDP. If you hold Exercise Shares which are not deposited with CDP ("in scrip form"), you should receive this Letter together with the FET. If you do not receive the FET, you may obtain a copy of the FET, upon production of satisfactory evidence that you are a Shareholder, from the Registrar, at its office located at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632. An electronic copy of the FET may also be obtained from the website of the SGX-ST at www.sgx.com.

2.2 Exercise. If you wish to exercise your S215(3) Right, you should:

- (i) complete the FET in accordance with this Letter and the instructions printed on the FET (which provisions and instructions shall be deemed to form part of the terms and conditions for the exercise of the S215(3) Right). In particular, you must state in **Part A** of the FET, the number of Exercise Shares in respect of which you wish to exercise your S215(3) Right and state in **Part B** of the FET, the share certificate number(s) of the relevant share certificate(s). If you:

- (a) do not specify a number in **Part A** of the FET; or

- (b) specify a number in **Part A** of the FET which exceeds the number of Exercise Shares represented by the attached share certificate(s) accompanying the FET,

you shall be deemed to have exercised the S215(3) Right in respect of the total number of Exercise Shares represented by the share certificate(s) accompanying the FET;

- (ii) sign the FET in accordance with this **Appendix** and the instructions printed on the FET; and

(iii) deliver:

- (a) the completed and signed FET 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 Exercise Shares in respect of which you wish to exercise your S215(3) Right. If you are recorded in the Register as holding Exercise Shares but do not have the relevant share certificate(s) relating to such Exercise Shares, you, at your own risk, are required to procure GEH to issue such share certificate(s) in accordance with the constitution of GEH and then deliver such share certificate(s) in accordance with the procedures set out in this Letter and the FET;
- (c) where such Exercise 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 a person authorised by it); and
- (d) any other relevant document(s),

either:

- (1) **by hand**, to Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632; or
- (2) **by post**, in the enclosed pre-addressed envelope at your own risk, to Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632,

in each case so as to arrive no later than 5.30 p.m. (Singapore time) on the Expiry Date. If the completed and signed FET is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with the FET and which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the Exercise Price for such Exercise Shares cannot be made until all relevant documents have been properly completed and delivered.

2.3 Receipt. No acknowledgement of receipt of any FET, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror or the Receiving Agent.

2.4 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 Registrar (or for the purposes of payments only, to such address as may be specified in the FET) at your own risk.

2.5 FETs received on Saturday, Sunday and Public Holidays. For the avoidance of doubt, FETs 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.

3. GENERAL

3.1 Disclaimer and Discretion. The Offeror, the Registrar/Receiving Agent and/or CDP will be entitled, in their sole and absolute discretion, to reject any exercise of the S215(3) Right through the FEA and/or the FET, as the case may be, which is not entirely in order or which does not comply with the terms of this Letter and the Relevant Exercise Forms or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to exercise your S215(3) Right, it is your responsibility to ensure

that the FEA and/or the FET, as the case may be, is properly completed and submitted in all respects and that the FEA and/or the FET, as the case may be, should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject any exercise will be final and binding and none of the Offeror, the Registrar/Receiving Agent and/or CDP accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror reserves the right to treat exercises of the S215(3) Right as valid if received by or on its behalf at any place or places determined by it otherwise than as stated in this Letter and in the FEA and/or the FET, as the case may be, or if made otherwise than in accordance with the provisions of this Letter and in the FEA and/or the FET, as the case may be.

- 3.2 Scrip and Scripless Shares.** If you hold some Exercise Shares in scrip form and others with CDP, you should complete a FET for the former and a FEA for the latter in accordance with the respective procedures set out in this **Appendix** and the Relevant Exercise Forms if you wish to exercise your S215(3) Right in respect of such Exercise Shares.
- 3.3 Deposit Time.** If you hold Exercise Shares in scrip form, the Exercise Shares may not be credited into your Securities Account with CDP in time for you to exercise your S215(3) Right by way of the FEA if you were to deposit your share certificate(s) with CDP after the date of despatch of Form 58 and ending on the Expiry Date (both dates inclusive). If you wish to exercise your S215(3) Right in respect of such Exercise Shares held in scrip form, you should complete a FET and follow the procedures set out in **paragraph 2** of this **Appendix**.
- 3.4 Correspondences.** All communications, certificates, notices, documents and remittances to be delivered or sent to you (or in the case of scrip holders, your designated agent or, in the case of joint Exercising Shareholders who have not designated any agent, to the one first named in the records of CDP or the Register, as the case may be) will be sent by ordinary post to your respective mailing addresses as they appear in the records of CDP or the Register, as the case may be, at the risk of the person entitled thereto (or for the purposes of remittances only, to such different name and addresses as may be specified by you in the FEA and/or the FET, as the case may be, at your own risk).
- 3.5 Evidence of Title.** Delivery of the completed and signed FEA and/or FET, together with the relevant share certificate(s) and/or other documents of title (where applicable) and/or other relevant document(s) required by the Offeror, CDP and/or the Registrar/Receiving Agent, to the Offeror, CDP and/or the Registrar/Receiving Agent, as the case may be, shall be conclusive evidence in favour of the Offeror, CDP and/or the Registrar/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 Exercise Shares to which it relates. The Offeror, CDP and/or the Registrar/Receiving Agent shall be entitled to assume the accuracy of any information and/or documents submitted together with any FEA and/or FET, as the case may be, and shall not be required to verify or question the validity of the same.
- 3.6 Loss of Transmission.** The Offeror, the Registrar/Receiving Agent and/or CDP, as the case may be, shall not be liable for any loss in transmission of the FEA and/or the FET.
- 3.7 Irrevocable Exercise.** Except as expressly provided in this Letter, the exercise of your S215(3) Right using the FEA and/or the FET, as the case may be, shall be irrevocable and any instructions or subsequent FEA(s) and/or FET(s) received by CDP and/or the Registrar/Receiving Agent, as the case may be, after the FEA and/or the FET, as the case may be, has been received shall be disregarded.
- 3.8 Personal Data Privacy.** By completing and delivering a Relevant Exercise Form, each person:
- (i) consents to the collection, use and disclosure of his personal data by CDP, the Registrar/Receiving Agent, the Offeror and GEH (“**Relevant Persons**”) for the purpose of facilitating his exercise of the S215(3) Right, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines;
 - (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, regulations and/or guidelines; and
 - (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

THE COMPANIES ACT 1967
THE COMPANIES REGULATIONS
SECTION 215(3) /
REGULATION 11(2)
NOTICE TO NON-ASSENTING SHAREHOLDER

FORM
58

Name of Company: **GREAT EASTERN HOLDINGS LIMITED**
Company No: **199903008M**

To the Non-Assenting Shareholders of Great Eastern Holdings Limited

In this notice –

Great Eastern Holdings Limited is referred to as “**the transferor company**”, and

Oversea-Chinese Banking Corporation Limited is referred to as “**the transferee**”.

A scheme or contract involving the transfer of ordinary shares in the transferor company to the transferee was, up to 25 June 2024 (being a date within 4 months after the making of the offer in that behalf by the transferee), approved by the holders of not less than nine-tenths in nominal value of those shares.

In pursuance of that scheme or contract, 23,111,207 shares were, between 31 May 2024 and 17 July 2024 (both dates inclusive), transferred to the transferee or its nominee.

The transferee hereby gives you notice, in pursuance of section 215 of the Companies Act, that those shares together with such other shares in the transferor company as were held by, or by a nominee for, the transferee or its subsidiary at the last-mentioned date comprise or include nine-tenths in nominal value of the total number of ordinary shares in the transferor company.

In pursuance of the abovementioned provisions you may, within 3 months from the giving of this notice, give notice that you require the transferee to acquire your holding of ordinary shares in the transferor company, and if you give that notice the transferee will be entitled and bound to acquire those shares on the terms on which under the scheme or contract the shares of the approving shareholders were transferred to it, or on such other terms as are agreed or as the General Division of the High Court on application made to it by you or by the transferee thinks fit to enter.

Dated this 23rd day of July 2024



Wong Pik Kuen Helen
Director
Oversea-Chinese Banking Corporation Limited

This Form of Exercise and Authorisation (“FEA”) for the Exercise Shares (as defined below) 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 FEA relates to the Offer (as defined below) and the letter to Shareholders by the Offeror dated 23 July 2024 (the “Notification Letter”). Unless otherwise defined or the context requires otherwise, capitalised terms used in this FEA bear the same meanings ascribed to them in the Notification Letter.

The exercise of the S215(3) Right by shareholders whose addresses are outside Singapore (“Overseas Shareholders”) as shown in the records of The Central Depository (Pte) Limited 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 Notification Letter.

EXERCISE OF SHAREHOLDER RIGHT UNDER SECTION 215(3) OF THE COMPANIES ACT 1967 PURSUANT TO THE VOLUNTARY UNCONDITIONAL GENERAL OFFER (“OFFER”) FOR GREAT EASTERN HOLDINGS LIMITED (“GEH”) FORM OF EXERCISE AND AUTHORISATION FOR EXERCISE SHARES
(DO NOT SUBMIT THIS FEA TO CDP IF YOU DO NOT WISH TO EXERCISE YOUR S215(3) RIGHT.)

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND EXERCISE SHARES HELD BY YOU

A

B The Exercise Price

The Offeror is required to acquire the issued ordinary shares in the capital of GEH (“Exercise Shares”) held by you and in respect of which you have exercised your S215(3) Right at the **Exercise Price of S\$25.60 for each Exercise Share**. Submit your Form of Exercise and Authorisation to The Central Depository (Pte) Limited (“CDP”) (a) in electronic form via investors.sgx.com, or (b) in physical form by completing Section C below and sending this FEA to the addresses below, in either case **only** if you wish to exercise your S215(3) Right.

C Declaration by Shareholder

I/we wish to exercise the S215(3) Right for the number of Exercise Shares as indicated below.

Choose one option

All the Exercise Shares indicated in Section A,

OR

the number of Exercise Shares as indicated in the box below

Choose one option
for exercise of
the S215(3) Right



For individual and joint alternate signatory accounts: Scan QR Code and access event via Corporate Actions Form Submission on investors.sgx.com.

By signing below, I/we agree to the terms and conditions of the exercise of the S215(3) Right as set out in the Notification Letter and in this FEA, including the section “Authorisation” on page 2 of this FEA.

← Sign here

← Date here

Signature(s) of Depositor(s)/Joint Depositors

Date

D Form Submission

Please submit your Form of Exercise and Authorisation to Oversea-Chinese Banking Corporation Limited c/o The Central Depository (Pte) Limited by:



Log in via investors.sgx.com
(applicable to Individual and Joint-Alt account holders only)

OR



Robinson Road Post Office
P.O. Box 1984
Singapore 903934

Expiry date and time: 5.30pm (Singapore time) on 23 October 2024 (“Expiry Date”).

INSTRUCTIONS

This FEA is for the use of Depositors who wish to exercise their S215(3) Right in respect of all or part of the total number of Exercise Shares standing to the credit of the "Free Balance" of their Securities Account. Further provisions relating to the exercise of the S215(3) Rights are set out in the Notification Letter.

This FEA has been sent to you on the understanding that all your Exercise Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Exercise Shares and you wish to exercise your S215(3) Right in respect of those Exercise Shares held in scrip form, you should submit at your own risk, the Form of Exercise and Transfer ("FET") for Exercise Shares in accordance with the instructions printed thereon in respect of such Exercise Shares held in scrip form. A copy of the FET may be obtained upon production of satisfactory evidence that you are a Shareholder of **Great Eastern Holdings Limited**, from **Boardroom Corporate & Advisory Services Pte. Ltd.** at **1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. Electronic copies of the FET may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Exercise.** If you wish to exercise your S215(3) Right using this FEA, it must be submitted strictly in the manner set out in Sections C and D of the overleaf of this FEA and in accordance with the provisions and instructions of the Notification Letter, and in this FEA or the electronic form of this FEA **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 23 OCTOBER 2024**. Proof of posting is not proof of receipt by the Offeror at the above addresses.

The Offeror and CDP will be authorised and entitled, in their sole and absolute discretion, to reject any exercise of the S215(3) Right which are not entirely in order or which do not comply with the provisions and instructions contained in the Notification Letter, in this FEA and these instructions or the electronic form of this FEA or any applicable online terms and conditions or which are otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to exercise your S215(3) Right, it is your responsibility to ensure that this FEA is properly completed and submitted in all respects, and all supporting documents, where applicable, are provided. Any decision to reject any exercise of the S215(3) Right through this FEA will be final and binding and neither CDP nor the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror reserves the right to treat exercises of the S215(3) Right as valid if received by or on its behalf at any place or places determined by it otherwise than as stated in the Notification Letter or in this FEA, as the case may be, or if made otherwise than in accordance with the provisions of the Notification Letter and this FEA. CDP takes no responsibility for any decision made by the Offeror. Exercises of the S215(3) Right in the form of this FEA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day. Except as expressly provided in the Notification Letter and the Companies Act, exercises of the S215(3) Right shall be irrevocable.

2. **Exercise by Depositors whose Securities Accounts are credited with Exercise Shares.** Please indicate in this FEA (whether physical or electronic copy) the number of Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you are exercising your S215(3) Right.

(a) If the number of Exercise Shares indicated in Section C of this FEA (or the relevant section in the electronic copy of this FEA) exceeds the number of Exercise Shares standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of this FEA by CDP (**Date of Receipt**) or, in the case where the Date of Receipt is on the Expiry Date, by 5.30 p.m. (Singapore time) on the Expiry Date (provided always that the Date of Receipt is on or before the Expiry Date); or

(b) if no such number of Exercise Shares is indicated in Section C (or the relevant section in the electronic copy of this FEA),

then you are deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if this FEA is received by CDP on the Expiry Date).

In respect of this FEA:

(aa) if a number of Exercise Shares is inserted in the box provided in Section C of this FEA or in the electronic form of this FEA, you will be deemed to have exercised your S215(3) Right in respect of such number of Exercise Shares inserted in the box provided in Section C of this FEA or in the electronic form of this FEA, subject to paragraph 2(a) above;

(bb) if you have ticked both options in Section C of this FEA or in the electronic form of this FEA, but have not inserted a number in the box provided in Section C of this FEA or in the electronic form of this FEA, you will be deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if this FEA is received by CDP on the Expiry Date); or

(cc) if there is no number of Exercise Shares indicated in Section A of this FEA or in the electronic form of this FEA, but you have chosen the option in Section C of this FEA or in the electronic form of this FEA to exercise your S215(3) Right for all the Exercise Shares indicated in Section A, you will be deemed to have exercised your S215(3) Right in respect of all the Exercise Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. (Singapore time) on the Expiry Date (if this FEA is received by CDP on the Expiry Date).

3. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FEA 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, this FEA 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 first be lodged with CDP and should also be lodged with this FEA for noting. No other signatures are acceptable. FEAs made by an attorney or other authorised person cannot be submitted in electronic form.

4. **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 FEA must be signed by all the personal representative(s) of the deceased and lodged with **Oversea-Chinese Banking Corporation Limited**, c/o The Central Depository (Pte) Limited at Robinson Road Post Office P.O. Box 1984 Singapore 903934, by post at your own risk using the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore; 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 and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FEA. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.

(b) **If one of the joint securities account holders is deceased and if the account is a:**

(i) Joint alternate-signatory account, this FEA must be signed by ANY surviving joint holder(s).

(ii) Joint signatories account, this FEA must be signed by ALL surviving joint depositor(s) and lodged with **Oversea-Chinese Banking Corporation 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) **FEAs made by personal representative(s) of deceased depositor(s) cannot be submitted in electronic form.**

5. **Shares purchased with Central Provident Fund ("CPF").** If your purchase of the above Exercise Shares was settled through your CPF approved agent bank, finance company or depository agent and you wish to exercise your S215(3) Right, your exercise would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, finance company or depository agent. In such instances, you need not submit this FEA to CDP.

6. **Corporations.** For corporations, please sign this FEA per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.

7. **Exercise via SGX-SFG service (this section is applicable to Depository agents only).** Depository Agents may exercise the S215(3) Right 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 process exercises of the S215(3) Right on its behalf. Such exercises will be deemed irrevocable and subject to each of the terms and conditions contained in this FEA and the Notification Letter as if this FEA had been completed and delivered to CDP.

8. **No existing account.** If you do not have any existing Securities Account in your own name at the time of exercise your S215(3) Right, your exercise as contained in this FEA will be rejected.

9. **General.** No acknowledgement will be given for submissions made. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the consideration pursuant to exercises of the S215(3) Right will be subject to the receipt of confirmation satisfactory to the Offeror that the Exercise Shares to which this FEA 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 **Oversea-Chinese Banking Corporation 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 this FEA in electronic form, you accept the risk of defects or delays caused by failure or 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.

10. **Conclusive Evidence.** Lodgement of this FEA with **Oversea-Chinese Banking Corporation Limited**, c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in this FEA 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 Exercise Shares which it relates. Upon receipt of this FEA, where complete and valid in all respects, CDP will transfer the Exercise Shares in respect of which you have exercised your S215(3) Right from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Exercise Shares will be held in the "Blocked Balance" until the consideration for such Exercise 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 FEA, and shall not be required to verify or question the validity of the same.

11. **Liability.** You agree that neither CDP nor the Offeror shall be liable for any action or omission in respect of this FEA, any FEA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, CDP, the Offeror 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 FEA, any FEA and/or any information and/or documents submitted therewith. For the avoidance of doubt, neither CDP nor the Offeror shall be liable for any loss in transmission of this FEA.

12. **Notification.** If you have exercised your S215(3) Right in accordance with the provisions contained herein and in the Notification Letter, CDP will send you a notification letter stating the number of Exercise Shares debited from your Securities Account together with payment of the Exercise Price which will be credited directly into your designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("**DCS**") as soon as practicable and in any event, in respect of exercises of your S215(3) Right which are complete and valid in all respects, within seven Business Days of the Date of 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).

13. **Governing Law and Third Party Rights.** By completing and submitting this FEA, you agree that the agreement arising from the exercise of your S215(3) Right 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 FEA or the Notification Letter, a person who is not a party to any contracts made pursuant to the exercise of the S215(3) Right and this FEA, 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.

14. **Enquiries on number of Exercise Shares in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Exercise Shares in your Securities Account. You can verify the number of Exercise Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service; or (b) through CDP Phone Service using SMS OTP, under the option "To check your securities balance".

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 exercise and the transfer of the Exercise Shares tendered pursuant to the exercise of the S215(3) Right to the Offeror or the Transferee, and to enable the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**") to exercise all rights and receive all benefits accruing to or arising from the above mentioned Exercise Shares as specified in the Notification Letter.

2. **Warranty.** I/We unconditionally and irrevocably warrant that the Exercise Shares in respect of which the S215(3) Right is exercised by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all claims, charges, pledges, mortgages, encumbrances, liens, options, equities, powers of sale, declarations of trust, hypothecations, retentions of title, rights of pre-emption, rights of first refusal, moratoriums or other third party rights or security interests of any kind or any agreements, arrangements or obligation to create any of the foregoing; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at 10 May 2024 ("**Offer Announcement Date**") and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital, whether in cash or in kind (if any) declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer 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 Exercise Shares in respect of which I/we have exercised the S215(3) Right during the period commencing on the Date of Receipt, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Exercise Shares (including, without limitation, transferring the relevant number of such Exercise 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 Exercise Shares in respect of which I/we have exercised the S215(3) Right on the date of settlement of the consideration for such Exercise Shares.

THIS FORM OF EXERCISE AND TRANSFER ("FET") FOR EXERCISE SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FET 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 FET RELATES TO THE OFFER (AS DEFINED BELOW) AND THE LETTER TO SHAREHOLDERS BY THE OFFEROR DATED 23 JULY 2024 (THE "NOTIFICATION LETTER"). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FET BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE NOTIFICATION LETTER. THE EXERCISE OF THE S215(3) RIGHT TO REQUIRE THE OFFEROR TO ACQUIRE OFFER SHARES WHICH HAVE NOT BEEN TENDERED IN ACCEPTANCE OF THE OFFER (THE "EXERCISE SHARES") BY SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") AS SHOWN IN 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 NOTIFICATION LETTER CAREFULLY.

**EXERCISE OF SHAREHOLDER RIGHT UNDER SECTION 215(3) OF THE COMPANIES ACT 1967
PURSUANT TO THE VOLUNTARY UNCONDITIONAL GENERAL OFFER ("OFFER")**

**FOR
GREAT EASTERN HOLDINGS LIMITED ("COMPANY" OR "GEH")
FORM OF EXERCISE AND TRANSFER FOR EXERCISE SHARES**

(THIS FET NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. ("REGISTRAR") IF YOU DO NOT WISH TO EXERCISE YOUR S215(3) RIGHT)

Part A: Number of Exercise Shares Tendered Pursuant to the Exercise of the S215(3) Right	Part B: Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$25.60 in cash for each Exercise Share	
<p>NOTE: Please refer to paragraph 1 on page 2 of this FET for instructions on inserting the number of Exercise Shares above. Last date and time for exercise of the S215(3) Right: 5.30 p.m (Singapore time) on 23 October 2024 (the "Expiry Date").</p>			

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 exercise the S215(3) Right and transfer to the Offeror or any person nominated in writing by the Offeror (the Offeror or such person hereinafter called the "Transferee") the Exercise Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above. If no number is inserted, or if the number inserted in Part A exceeds the number of Exercise Shares represented by the attached share certificate(s), then the exercise of the S215(3) Right will be deemed to be in respect of the total holdings of the Shareholder(s) comprised in the share certificate(s) accompanying this FET.

The consideration for the exercise of the S215(3) Right is the Exercise Price, being S\$25.60 in cash for each Exercise Share, as stated in the Notification Letter.

My/Our exercise of the S215(3) Right at the Exercise Price, by way of completion, execution and submission of this FET, is subject to the terms and conditions set out in this FET and in the Notification Letter.

Irrevocable Exercise. My/Our completion, execution and submission of this FET shall constitute my/our irrevocable exercise of the S215(3) Right upon the terms and subject to the conditions contained in the Notification Letter and this FET. Except as expressly provided in the Notification Letter and the Code, any exercise of the S215(3) Right shall be 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 the exercise of the S215(3) Right and the transfer of the above-mentioned Exercise Shares stated in Part A above to the Transferee, and to enable the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Exercise Shares as specified in the Notification Letter.

Warranty. I/We unconditionally and irrevocably warrant, inter alia, that the Exercise Shares in respect of which the S215(3) Right is exercised by me/us as or on behalf of the beneficial owner(s) thereof are, and when transferred to the Transferee, will be (i) fully paid; (ii) free from any Encumbrances; and (iii) together with all rights, benefits and entitlements attached thereto as at 10 May 2024 ("Offer Announcement Date") and thereafter attaching thereto, including the right to receive and retain all dividends, rights, other distributions and/or return of capital, whether in cash or in kind (if any) declared, paid or made by GEH in respect of the Exercise Shares on or after the Offer Announcement Date.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Transferee to date this FET and to complete the particulars of the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques in Singapore currency drawn in a bank operating in Singapore for the appropriate amounts, being the consideration for the Exercise Shares payable to me/us in respect of which I/we have exercised the S215(3) Right, by ordinary post at my/our own risk to the address stated above or, if none is set out, to me/us (or my/our designated agent or, in the case of joint Exercising Shareholders who have not designated any agent, to the joint Exercising 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 exercise the S215(3) Right, 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: _____)
 Occupation: _____)

Signature of Shareholder/first-named joint Shareholder

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

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 FET must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FET must be executed as a deed 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 FET as a deed, this FET may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Transferee hereby exercises the S215(3) Right in respect of the number of Exercise Shares as specified or comprised in this FET subject to the terms and conditions in the Notification Letter and this FET. Executed and delivered as a deed by

Director Director/Secretary

INSTRUCTIONS

This FET is for the use of Shareholders who wish to exercise the S215(3) Right in respect of all or part of the total number of Exercise 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 Exercise Shares beneficially owned by them and who wish to exercise the S215(3) Right in respect of such Exercise Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Notification Letter and ending on the Expiry Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Exercise Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Exercise Shares in time for them to exercise the S215(3) Right. This FET and the provisions herein constitute an integral part of the Notification Letter. Further provisions relating to the exercise of the S215(3) Right are set out the Appendix of the Notification Letter under the section titled "Procedures for Exercise of the S215(3) Right".

This FET has been sent to you on the understanding that all your Exercise Shares are registered in your name. If, however, you have Exercise Shares which are held on your behalf by CDP and you wish to exercise the S215(3) Right in respect of some or all of those Exercise Shares, you should complete, sign and return at your own risk, the Form of Exercise and Authorisation for Exercise Shares ("FEA") in accordance with the instructions printed thereon in respect of such Exercise Shares which are held on your behalf by CDP. A copy of the FEA may be obtained upon production of satisfactory evidence that you are a shareholder of the Company from CDP, by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com). An electronic copy of the FEA may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Exercise by Shareholders.** If you wish to exercise the S215(3) Right in respect of all or any of your Exercise Shares, you should:

- (i) complete page 1 of this FET in accordance with the Notification Letter and the instructions printed on this FET. In particular, you must state in Part A of this FET the number of Exercise Shares in respect of which you wish to exercise the S215(3) Right and state in Part B of this FET, the share certificate number(s) of the relevant share certificate(s). If you:
 - (a) do not specify a number in Part A of this FET; or
 - (b) specify a number in Part A of this FET which exceeds the number of Exercise Shares represented by the share certificate(s) attached hereto,you shall be deemed to have exercised the S215(3) Right in respect of the total number of Exercise Shares represented by the share certificate(s) attached hereto;
- (ii) sign this FET in accordance with the Notification Letter and the instructions printed on this FET; and
- (iii) deliver:

- (a) the duly completed and signed FET 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 Registrar relating to the Exercise Shares in respect of which you wish to exercise the S215(3) Right;
- (c) where such Exercise 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); and
- (d) any other relevant document(s),

either:

(I) by hand, to **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**; or

(II) by post, to **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. If the completed and signed FET is delivered by post to the Offeror, please use the pre-addressed envelope at your own risk which is enclosed with this FET, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore,

in either case so as to arrive **NO LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE EXPIRY DATE**. If the completed and signed FET is delivered by post to the Offeror, please use the pre-addressed envelope at your own risk which is enclosed with this FET, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the consideration under the S215(3) Right cannot be made until all relevant documents have been properly completed and delivered. Any exercise of the S215(3) Right in the form of this FET received by Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd. at the address listed above on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

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 the Offeror together with this FET, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Exercise 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 FET. Please do not date this FET or insert the name of 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 Exercise Shares but do not have the relevant share certificate(s) relating to such Exercise 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 Notification Letter and this FET. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror, is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. This FET should nevertheless be completed and delivered as above if you wish to exercise the S215(3) Right. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Expiry Date.

5. **No Acknowledgements.** No acknowledgement of receipt of any FET, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror or the Registrar.

6. **Shareholder Abroad.** If the Shareholder is away from home, for example, abroad or on holiday, this FET should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Notification Letter, 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 FET may be signed by the attorney but the attorney's signature in this FET 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 FET. No other signatures are acceptable.

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

- (i) the Grant of Probate or Letters of Administration has been registered with the Registrar of the Company, this FET must be completed and signed by all the personal representative(s) of the deceased and lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**; or
- (ii) the Grant of Probate or Letters of Administration has not been registered with the Registrar of the Company, all the personal representative(s) of the deceased must go to the Registrar of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Registrar of the Company first, before submitting this FET. The Grant of Probate or Letters of Administration must be lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632** before the personal representative(s) of the deceased can effect the transfer of the Exercise Shares to which this FET relates.

8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FET must be signed by all the surviving joint Shareholder(s) and lodged with **Oversea-Chinese Banking Corporation Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation, in respect of the deceased 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 FET 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 FET are one and the same;
- (ii) **Incorrect address.** Please write the correct address on this FET; and
- (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FET for noting.

10. **Disclaimer.** Each of the Offeror and the Registrar will be authorised and entitled, in their absolute discretion, to reject any exercise of the S215(3) Right which is not entirely in order or which does not comply with the provisions and instructions contained in the Notification Letter and in this form or the electronic form of this FET or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to exercise the S215(3) Right, it is your responsibility to ensure that this FET is properly completed in all respects and that this FET is submitted with original signature(s) and all required documents (where applicable) are provided. Any decision to reject any exercise of the S215(3) Right through this FET will be final and binding and neither the Registrar nor the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror reserves the right to treat any exercise of the S215(3) Right as valid if received by or on its behalf at any place or places determined by it otherwise than as stated in the Notification Letter or in this FET, as the case may be, or if made otherwise than in accordance with the provisions of the Notification Letter and the instructions contained in this FET. The Registrar takes no responsibility for any decision made by the Offeror.

11. **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 Exercising 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 Registrar (or for the purposes of remittances only, to such address as may be specified in this FET) at your own risk. Neither the Offeror nor the Registrar 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 FET, 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 and/or the Registrar, to the Offeror and/or the Registrar, as the case may be, shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person(s) signing it to deal with the same and with the Exercise Shares to which it relates. The Offeror and/or the Registrar shall be entitled to assume the accuracy of any information and/or documents submitted together with this FET and shall not be required to verify or question the validity of the same.

13. **Personal Data Privacy.** By completing and delivering this FET, you (i) consent to the collection, use and disclosure of your personal data by the Registrar, the Offeror and GEH ("**Relevant Persons**") for the purpose of facilitating your exercise of the S215(3) Right, 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 FET, you agree that the agreement arising from the exercise of the S215(3) Right 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