

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (AS DEFINED BELOW) (THE "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, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 5 MAY 2014 (THE "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 (THE "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 OFFER DOCUMENT CAREFULLY.

MANDATORY CONDITIONAL CASH OFFER (THE "OFFER") BY STANDARD CHARTERED BANK ("SCB") FOR AND ON BEHALF OF 68 HOLDINGS PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HOTEL PROPERTIES LIMITED (THE "COMPANY") (THE "OFFER SHARES")

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

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

Part (A): No. of Offer Shares Tendered in Acceptance of Offer	Part (B): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$3.50 for each Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 2 June 2014 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").

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

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (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\$3.50 in cash for each Offer Share, as stated in the Offer Document.

My/Our acceptance of the Offer at the Offer Price is conditional upon the Offer becoming or being declared unconditional in all respects and in accordance with the terms and conditions set out below and in the Offer Document.

Acceptance. My/Our execution of this FAT shall constitute my/our acceptance of the Offer made by the Offeror, upon the terms and conditions contained in the Offer Document and, subject to the Offer becoming or being declared unconditional in all respects in accordance with the terms and conditions of the Offer, 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 above-mentioned Offer Shares to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

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

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT and to complete the particulars of the Transferee on my/our behalf and I/we irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts being the consideration for the Offer Shares 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 maintained in the Register, by ordinary post at my/our risk, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms.

Return of Offer Shares. In the event of the Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other documents submitted to the Offeror will be returned to me/us at the address stated above or, if none is stated, to me/us (or in the case of joint accepting Shareholders, to the one first-named in the Register) at the relevant address maintained in the Register by ordinary post at my/our own risk as soon as possible, and in any event within 14 days from the lapse of the Offer.

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

FOR INDIVIDUAL SHAREHOLDERS

Signed 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 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 FAT must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FAT must be executed by an authorised signatory/authorised signatories for and on behalf of the corporation in a 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 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 Director/Secretary)

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificates 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 certificates with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the 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 to the Offer Document.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, 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 at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**.

1. **Acceptance by Shareholders.** If you wish to accept the Offer using this FAT, you should sign and deliver this FAT in accordance with the provisions and instructions of the Offer Document and the instructions printed on this FAT:

- (i) If you wish to accept the Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto, you can either state "All" or insert the number of Offer Shares in respect of which the Offer is accepted in Part (A) on page 1 of this FAT and state in Part (B) the share certificate number(s) of the relevant share certificate(s).
- (ii) If you wish to accept the Offer in respect of some but not all the Offer Shares represented by the share certificate(s) attached hereto, please insert in Part (A) on page 1 of this FAT the number of Offer Shares in respect of which the Offer is accepted and state in Part (B) the share certificate number(s) of the relevant share certificate(s).
- (iii) If you do not wish to accept the Offer, you do not need to take any action.

If you leave Part (A) of this FAT blank or specify a number in Part (A) 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 all the Offer Shares represented by the share certificate(s) attached hereto.

2. **Disclaimer and Discretion.** The Offeror, SCB and the Registrar will be 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 that this FAT should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), SCB and/or the Registrar accept any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and SCB 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 the instructions printed on this FAT. The Registrar takes no responsibility for any decision made by the Offeror or SCB. Acceptances in the form of this FAT received on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next Business Day (as defined in the Offer Document).

3. **Unregistered Shareholding.** If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either).

4. **Date of FAT. Please do not date this FAT or insert the name of the Offeror or the Transferee.** This will be done on your behalf by a person nominated by the Offeror or the Transferee.

5. **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 relevant document(s) required by the Offeror 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 transferee left blank (to be completed by the Offeror or a person authorised by it),

either:

- (a) by hand to **68 HOLDINGS PTE. LTD. 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 **68 HOLDINGS PTE. LTD. 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 the Offeror, please use the pre-addressed envelope which is enclosed with this FAT.

in either case so as to arrive **NO LATER THAN 5.30 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.

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 Memorandum and Articles of Association of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror, is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.**

7. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, express air mail) to the Shareholder for execution, or if he has executed a Power of Attorney, this FAT may be signed by the Attorney but the signature must be accompanied by a statement reading "**signed under the Power of Attorney which is still in force, no notice of revocation having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.

8. **Deceased Shareholders.** 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 **68 HOLDINGS PTE. LTD. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623;** or
- (ii) the Grant of Probate or Letters of Administration have not been registered with the Company Secretary of the Company, 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. The Grant of Probate or Letters of Administration must be lodged with the Company Secretary of the Company before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.

9. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving Shareholders and lodged with **68 HOLDINGS PTE. LTD. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623,** accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation in respect of the deceased Shareholder.

10. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate(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 the FAT are one and the same;
- (ii) **Incorrect address.** Please write the correct address on this FAT; and
- (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.

11. **Conclusive Evidence.** Delivery of this duly completed and signed FAT, together with the relevant share certificate(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror or its agents shall be conclusive evidence in favour of the Offeror, the Transferee and the Registrar of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates.

12. **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 the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT has no right 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.

13. **No acknowledgement of the receipt of this FAT, share certificate(s), other document(s) of title, transfer forms and/or other relevant document(s) required by the Offeror will be given by the Offeror or the Registrar and all communications, notices, certificates, documents and remittances to be delivered will be sent by ordinary post, at the risk of the person(s) entitled thereto.** Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and lodged with **68 HOLDINGS PTE. LTD. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.**