

THIS FORM OF ACCEPTANCE AND TRANSFER FOR SHARES ("FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY. THIS FAT RELATES TO THE OFFER DOCUMENT DATED 16 JANUARY 2012 (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 MEANING ASCRIBED TO THEM IN THE OFFER DOCUMENT. THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN ON THE REGISTER OF MEMBERS ("REGISTER") OF SMB UNITED LIMITED (THE "COMPANY" OR "SMB") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

VOLUNTARY CONDITIONAL CASH OFFER (THE "OFFER") BY DAIWA CAPITAL MARKETS SINGAPORE LIMITED ("DAIWA"), FOR AND ON BEHALF OF OSAKI ELECTRIC CO., LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ORDINARY SHARES IN THE CAPITAL OF SMB (THE "SHARES")

FORM OF ACCEPTANCE AND TRANSFER FOR SHARES

INTERNET COPY ONLY

(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): Number of Shares Tendered in Acceptance of the Offer	Part (B): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Offer Price, being S\$0.40 in cash for each Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. on 13 February 2012 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) _____
of _____ (Full name and passport/NRIC/company registration number of Shareholders and joint Shareholder(s), if any)
_____ (address)
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 Shares as stated in Part (A) above comprised in the share certificate(s) stated in Part (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S\$0.40 in cash for each 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 accordance with the terms and conditions set out below and in the Offer Document.

Irrevocable Acceptance. My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT.

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 Shares to the Offeror or to the Transferee in connection with this FAT and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the 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 claims, charges, mortgages, liens, options, equity, power of sale, hypothecation, retention of title, rights of pre-emption, rights of first refusal or other third party rights or security interests of any kind or any agreements, arrangements or obligations to create any of the foregoing and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) which may be 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 Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send the cheques for the appropriate amounts, being the consideration for the Shares payable to me/us or any other documents which may be returned to me/us (including share certificate(s)) 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 set out in the Register, by ordinary post at my/our risk.

Return of 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, share certificate(s) and any other document(s) will be returned to me/us at 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 set out in the Register, by ordinary post at my/our own risk as soon as possible but in any event within 14 days from the lapse of the Offer.

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

PLEASE SIGN HERE


FOR INDIVIDUAL SHAREHOLDERS

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

The Common Seal of the above-named Shareholder was hereunto affixed in the presence of:) _____ Director	_____ Director/Secretary)
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Notes:

- (a) A husband must not witness the signature of his wife and vice versa.
- (b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Memorandum and Articles of Association and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Transferee hereby accepts the transfer of the number of Shares as specified or comprised in this FAT in accordance with the terms and subject to the conditions contained in the Offer Document and this FAT.	
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 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 Shares beneficially owned by them and who wish to accept the Offer in respect of such Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of despatch of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s), in respect of the Shares beneficially owned by them, with CDP during this period may not have the "Free Balance" of their respective Securities Accounts credited with the relevant number of Shares in time for them to accept the Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance of the Offer are set out in Appendix 2 to the Offer Document under the section titled "Procedures for Acceptance of the Offer".

This FAT has been sent to you on the understanding that all your Shares are registered in your name. If, however, your Shares are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of these Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for 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, from (i) The Central Depository (Pte) Limited, 4 Shenton Way #02-01, SGX Centre 2, Singapore 068807 or (ii) Daiwa Capital Markets Singapore Limited, 6 Shenton Way #26-08, DBS Building Tower Two, Singapore 068809. Electronic copies of the FAA may also be obtained from the website of the SGX-ST at www.sgx.com.

1. Acceptance by Shareholders. If you wish to accept the Offer, you should:

- (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. **In particular, you must state in Part (A) the number of Shares in respect of which you wish to accept the Offer and state in Part (B) the share certificate number(s) of the relevant share certificate(s).** If you:
 - (a) do not specify a number in Part (A) of this FAT; or
 - (b) specify a number in Part (A) of this FAT which exceeds the number of Shares represented by the attached share certificate(s),you shall be deemed to have accepted the Offer in respect of all the Shares comprised in the share certificate(s) accompanying this FAT; and
- (ii) sign and deliver this FAT in accordance with Appendix 2 of the Offer Document and the instructions printed on this FAT.

Acceptances in the form of this FAT received by the Offeror and/or the Registrar on a Saturday, Sunday or public holiday will only be processed and validated on the next business day.

If you have tendered your Shares in acceptance of the voluntary conditional cash offer by PrimePartners Corporate Finance Pte. Ltd., for and on behalf of Profit Sea Holdings Limited, an indirect wholly-owned subsidiary of Boer Power Holdings Limited, to acquire all the issued and fully paid-up Shares, other than those already owned controlled or agreed to be acquired by Profit Sea Holdings Limited (the "Boer Offer"), and wish to accept the Offer, you will need to withdraw your acceptance of the Boer Offer before tendering your Shares in acceptance of the Offer. Please refer to the offer document dated 21 November 2011 issued to Shareholders in connection with the Boer Offer for further details on the right of Shareholders to withdraw their acceptances of the Boer Offer.

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 FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by any of them).

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

4. 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 Shares in respect of which you wish to accept the Offer; and
- (iii) where such 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, the Transferee or a person authorised by any of them);

either

- (a) **by hand, to Osaki Electric Co., 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 Osaki Electric Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623,**

in either case so as to arrive **NOT LATER THAN 5.30 P.M. ON THE CLOSING DATE.** Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and delivered.

5. Unavailable/Missing Documents. If you are recorded in the Register as holding Shares but do not have the relevant share certificate(s) relating to such 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, this FAT should nevertheless be completed and returned by the aforesaid time and the share certificate(s) and/or other document(s) of title and/or other relevant documents required by the Offeror forwarded to **Osaki Electric Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623.** The consideration will not be despatched until the unavailable/missing documents and/or satisfactory indemnities or appropriate statutory declarations are received by the Offeror, as soon as possible thereafter but in any event before 5.30 p.m. on the Closing Date.

6. No Acknowledgements. No acknowledgement of receipt of any FAT, share certificate(s) or any other document(s) will be given by the Offeror or the Registrar.

7. Shareholder Abroad. If a Shareholder is abroad, this FAT should be sent by the quickest means 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 stating that this FAT is "**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. Sole Shareholder Deceased. If the sole Shareholder is deceased and if:

- (i) the Grant of Probate or Letters of Administration has been registered with the Company Secretary of SMB, this FAT must be signed by all the personal representative(s) of the deceased and delivered to **Osaki Electric Co., 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 has not been registered with the Company Secretary of SMB, all the personal representative(s) of the deceased must go to the Company Secretary of SMB personally together with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be lodged with the Company Secretary of SMB before the personal representative(s) of the deceased can effect the transfer of the 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 joint Shareholder(s) and lodged with **Osaki Electric Co., Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623,** accompanied by the Death Certificate, the 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. Disclaimer and Discretion. The Offeror, Daiwa and the Registrar will be authorised and entitled, at their sole and absolute discretion, to reject any acceptances of the Offer which are not entirely in order or which do not comply with the terms of the Offer Document and this FAT or which are otherwise incomplete, incorrect or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed in all respects, signed and all required documents, where applicable, are provided. The Offeror and Daiwa reserve 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 this FAT, or if made otherwise than in accordance with the provisions of the Offer Document and this FAT. The Registrar takes no responsibility for any decision made by the Offeror or Daiwa. Any decision to accept or reject any acceptance will be final and binding and none of the Offeror, Daiwa and the Registrar accept any responsibility or liability for the consequences of such a decision.

12. Risk of Posting. All communications, notices, documents and remittances to be sent to you will be sent by ordinary post to your respective addresses as they appear in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.

13. 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 Shares to which it relates.

14. Governing Law and Third Party Rights. By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless otherwise expressly provided to the contrary 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.