

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER UNITS ("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 23 DECEMBER 2024 (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 UNITHOLDERS OF SUNTEC REAL ESTATE INVESTMENT TRUST ("SUNTEC REIT") WHOSE MAILING ADDRESSES (AS SHOWN ON THE REGISTER OF UNITHOLDERS OF SUNTEC REIT AS MAINTAINED BY THE UNIT REGISTRAR (AS DEFINED BELOW) (THE "REGISTER")) ARE OUTSIDE SINGAPORE (THE "OVERSEAS UNITHOLDER") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS UNITHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS UNITHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

MANDATORY CONDITIONAL CASH OFFER BY UNITED OVERSEAS BANK LIMITED ("UOB") AND DBS BANK LTD. ("DBS", AND TOGETHER WITH UOB, THE "JOINT FINANCIAL ADVISERS") FOR AND ON BEHALF OF AELIOS PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND OUTSTANDING UNITS IN SUNTEC REAL ESTATE INVESTMENT TRUST, OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND ITS CONCERT PARTIES (THE "OFFER UNITS") (THE "OFFER")

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER UNITS

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

(A) Number of Offer Units Tendered in Acceptance of the Offer	(B) Member's Account No(s).	Consideration	FOR OFFICIAL USE
		S\$1.16 in cash for each Offer Unit	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Units above. Last time and date for acceptance of the Offer: 5.30 p.m. (Singapore time) on 20 January 2025 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 of Unitholder and joint Unitholder(s), if any)
 Of _____
 (Address)
 Telephone No. (Office/Home): _____ (Handphone): _____
 E-mail: _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Offer Units as stated in (A) above comprised in the member's account number(s) of the relevant confirmation note(s) stated in (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S\$1.16 in cash for each Offer Unit, as stated in the Offer Document.

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

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document and the Singapore Code on Take-overs and Mergers, my/our acceptance of the Offer is irrevocable and any instructions or subsequent FAT(s) received by the Receiving Agent after this FAT has been received shall be disregarded.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the Offer Units stated in (A) above to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Units as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Units in respect of which the Offer is accepted by me/us are, and when sold to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all claims, mortgages, liens, pledges, equities, 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, entitlements and advantages attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions, return of capital and/or other entitlements (if any) which may be announced, declared, paid or made by the REIT Manager on or after the Offer Announcement Date.

Return of Offer Units. In the event the Offer does not become or is not being declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other documents (including confirmation note(s)) 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 Unitholders, to the joint accepting Unitholder 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.

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 a cheque in Singapore currency drawn in a bank operating in Singapore for the appropriate amount being the consideration for the Offer Units 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 my/our designated agent or, in the case of joint accepting Unitholders who have not designated any agent, to the joint accepting Unitholder first-named in the Register) at the relevant address maintained in the Register.

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

Please Sign Here

FOR INDIVIDUAL UNITHOLDERS

Signed, sealed and delivered by the above-named Unitholder/first-named joint Unitholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

 Signature of Unitholder/first-named joint Unitholder

Signed, sealed and delivered by the above second-named joint Unitholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

 Signature of second-named joint Unitholder, if any

FOR CORPORATE UNITHOLDERS

The Common Seal of the named Unitholder 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 unitholdings, this FAT must be signed by all joint Unitholders.
- (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 constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Offeror or Transferee hereby accepts the transfer of the number of Offer Units as specified or comprised in this FAT, subject to the terms and conditions in the Offer Document and this FAT.
 The Common Seal of the Offeror/Transferee was hereunto affixed in the presence of:

 Director

 Director/Secretary

INSTRUCTIONS

This FAT is for the use of Unitholders who wish to accept the Offer in respect of all or part of the total number of Offer Units represented by confirmation note(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Unitholders who hold the confirmation note(s) for the Offer Units beneficially owned by them and who wish to accept the Offer in respect of such Offer Units should not deposit their confirmation note(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Unitholders who deposit their confirmation note(s) in respect of the Offer Units beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Units 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 Units are registered in your name. If, however, you have Offer Units which are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those Offer Units, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Units (the "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 Unitholder of Suntec REIT or have purchased the Offer Units on the Singapore Exchange Securities Trading Limited (as the case may be) from CDP by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com). Electronic copies of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Acceptance by Unitholders.** If you wish to accept the Offer in respect of all or any of your Offer Units, you should:

- (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT (which provisions and instructions shall be deemed to form part of the terms of the Offer). In particular, you must state in (A) the number of Offer Units in respect of which you wish to accept the Offer and state in (B), the member's account number(s) of the relevant confirmation note(s). If you:
 - (a) do not specify a number in (A); or
 - (b) specify a number in (A) which exceeds the number of Offer Units represented by the confirmation note(s) attached hereto and/or other document(s) of title accompanying the FAT, you shall be deemed to have accepted the Offer in respect of all the Offer Units represented by the confirmation note(s) attached hereto and/or other document(s) of title accompanying the FAT;
- (ii) sign this FAT in accordance with the Offer Document and the instructions printed on this FAT; and
- (iii) deliver:
 - (a) the duly completed and signed original of this FAT in its entirety (no part may be detached or otherwise mutilated);
 - (b) the confirmation note(s), other document(s) of title and/or any other relevant document(s) required by the Offeror relating to the Offer Units in respect of which you wish to accept the Offer; and
 - (c) any other relevant document(s), either:
 - (1) by hand, to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
 - (2) by post, at your own risk, to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE.**

This FAT must be sent in its entirety to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, duly completed and signed in its originality in accordance with these instructions and no part may be detached or otherwise mutilated. Settlement of the consideration under the Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed and in the event the Offer becomes or is being declared to be unconditional in all respects in accordance with its terms.

For the avoidance of doubt, FATs received by the Receiving Agent on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. **Unregistered Unitholding.** If your Offer Units are represented by confirmation note(s) which are not registered with the REIT Manager in your own name, you must send in, at your own risk, the relevant confirmation note(s), other document(s) of title and/or other relevant document(s) required by the Offeror together with this duly completed and signed original FAT in its entirety (no part may be detached or otherwise mutilated), accompanied by transfer form(s), duly completed and executed by the person(s) registered with the REIT Manager as the holder of the Offer Units and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by the Offeror).
3. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Units but do not have the relevant confirmation note(s) relating to such Offer Units, you, at your own risk, are required to procure the REIT Manager to issue such confirmation note(s) in accordance with the trust deed (as amended from time to time) constituting Suntec REIT and then deliver such confirmation note(s) in accordance with the procedures set out in the Offer Document and this FAT. If your confirmation note(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. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.
4. **Date of FAT.** Please do not date this FAT or insert the name of the Offeror. This will be done on your behalf by the Offeror or a person nominated by the Offeror.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, confirmation note(s), other document(s) of title, transfer forms and/or any other relevant document(s) required by the Offeror will be given.
6. **Unitholder Abroad.** If a Unitholder is away from home, for example, abroad or on holiday, this FAT should, subject to the terms set out in the section entitled "Overseas Unitholders" in the Offer Document, be sent by the quickest means (for example, express air mail) to the Unitholder for completion and execution. If he has executed a Power of Attorney, this FAT may be signed by the attorney but the attorney's signature in this FAT must be accompanied by a statement stating that this FAT is "signed under a Power of Attorney which is still in force, no notice of revocation having been received". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.
7. **Sole Unitholder Deceased.** If the sole Unitholder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with Boardroom Corporate & Advisory Services Pte. Ltd., this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with Boardroom Corporate & Advisory Services Pte. Ltd., all the personal representative(s) of the deceased must personally proceed together to **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with Boardroom Corporate & Advisory Services Pte. Ltd. before the personal representative(s) of the deceased can effect the transfer of the Offer Units to which this FAT relates.
8. **Joint Unitholder Deceased.** If one of the joint Unitholders is deceased, this FAT must be completed and signed by all the surviving joint Unitholder(s) and lodged with **Aelios Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased joint Unitholder.
9. **Particulars on Confirmation Note(s).** If your name or other particulars are shown incorrectly on the confirmation note(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 confirmation note(s) and the person who signed this FAT are one and the same;
 - (ii) **Incorrect address.** Please write the correct address on this FAT; and
 - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
10. **Disclaimer and Discretion.** The Offeror, the Joint Financial Advisers and/or the Receiving Agent will be authorised and entitled, in their sole and absolute discretion, to reject any acceptance which does not comply with the provisions and instructions contained in the Offer Document and this FAT or which is not accompanied by the relevant confirmation note(s), other document(s) of title and/or any other relevant document(s) required by the Offeror, or which is otherwise incomplete, incorrect, unsigned, 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 in all respects and that this FAT should be submitted with original signature(s) and that all required documents are provided. Any decision to reject any acceptance will be final and binding and none of the Offeror, the Joint Financial Advisers and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror, the Joint Financial Advisers and the Receiving Agent 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, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and the instructions contained in this FAT.
11. **Risk of Posting.** All communications, notices, certificates, documents, payments and remittances to be sent to you (or your designated agent or, in the case of joint accepting Unitholders who have not designated any agent, to the one first named in the Register) will be sent by ordinary post to your address as it appears in the Register (or for the purposes of payments only, to such address as may be specified in the FAT) at your sole risk.
12. **Conclusive Evidence.** Submission of the duly completed and signed original of this FAT, together with the relevant confirmation note(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror (or its nominee), the Joint Financial Advisers, and/or the Receiving Agent, shall be conclusive evidence in favour of the Offeror (or its nominee), the Joint Financial Advisers, and/or the Receiving Agent, of the right and title of the persons signing it to deal with the same and with the Offer Units to which it relates. The Offeror, the Joint Financial Advisers and/or the Receiving Agent shall be entitled to assume the accuracy of any information and/or documents submitted together with this FAT and shall not be required to verify or question the validity of the same.
13. **Liability.** You agree that neither the Offeror, the Joint Financial Advisers nor the Receiving Agent shall be liable for any action or omission in respect of this FAT and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, the Joint Financial Advisers, the Receiving Agent 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 FAT and/or any information and/or documents submitted therewith.
14. **Offer Unconditional.** If you have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and the Offer becomes and is being declared unconditional in all respects, payment will be sent to you (or your designated agent or, in the case of joint accepting Unitholders who have not designated any agent, to the one first named in the Register) by ordinary post to your address as it appears in the Register at your own risk (or to such different name and address as may be specified by you in this FAT and at your own risk), by way of a cheque in Singapore currency drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event:
 - (i) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) business days of that date; or
 - (ii) in respect of acceptances of the Offer which are complete and valid in all respects and are received after the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Offer closes, within seven (7) business days of the date of such receipt.
15. **Governing Law and Third Party Rights.** By completing, signing and submitting the original of this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT has no rights under the Contracts (Rights of Third Parties) Act 2001 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.

By completing and delivering this FAT, you (a) consent to the collection, use and disclosure of your personal data by the Offeror, Suntec REIT, the Joint Financial Advisers, Securities Clearing and Computer Services (Pte) Ltd, SGX-ST, CDP, Rajah & Tann Singapore LLP and the Unit Registrar (the "Relevant Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws; and (c) 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.