

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (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 27 MAY 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE OFFER. 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 (THE "SHAREHOLDERS") OF JEP HOLDINGS LTD. (THE "COMPANY") WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN ON THE REGISTER OF MEMBERS OF THE COMPANY (THE "REGISTER") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SECURITYHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

**MANDATORY CONDITIONAL CASH OFFER (THE "OFFER") BY HONG LEONG FINANCE LIMITED ("HLF"), FOR AND ON BEHALF OF UMS HOLDINGS LIMITED (THE "OFFEROR"), FOR ALL THE ISSUED AND PAID-UP ORDINARY SHARES ("SHARES") IN THE CAPITAL OF JEP HOLDINGS LTD. (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND ITS CONCERT GROUP ("OFFER SHARES").**

**FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES**

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

(A): Number of Offer Shares Tended in Acceptance of Offer	(B): Share Certificate No(s)	Offer Consideration	FOR OFFICIAL USE
		S\$0.150 in cash 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 the Closing Date (as defined in the Offer Document).**

I/We, \_\_\_\_\_ (Passport/NRIC/Company Registration Number) \_\_\_\_\_  
 (Full name of Shareholder and joint Shareholder(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 Shares as stated in (A) above comprised in the share certificate(s) stated in (B) above.

**The consideration for acceptance of the Offer is the Offer Price, being S\$0.150 in cash for each Offer Share, as stated in the Offer Document.**

**Irrevocable Acceptance.** My/Our execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer made by HLF, for and on behalf of the Offeror, 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 Offer Shares to the Offeror or any person nominated in writing by the Offeror (hereinafter called 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 irrevocably warrant, inter alia, 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, charges, encumbrances, rights of pre-emption and any other third party rights of interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements 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 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, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms. I/We irrevocably authorise and direct the Offeror or its agent to send a S\$ cheque for the appropriate amount, 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 own risk.

**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, share certificate(s) and/or any other accompanying documents will be returned to me/us at the address stated above, or if none is stated, to me (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, and in any event no later than 14 days from the lapse of the Offer.

**Offer Unconditional.** I/We understand that I/we have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and in the event that the Offer becomes or is declared unconditional in all respects in accordance with its terms, I/we will receive payment of the Offer Price by way of a cheque 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 turns unconditional, within 7 business days after that date; or
- (ii) in respect of acceptances which are complete and valid in all respects and are received after the Offer turns unconditional, but before the Offer closes, within 7 business days after the date of such receipt.

**PLEASE SIGN HERE**

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
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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
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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

**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 Constitution, 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/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 Offeror/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 certificate(s) of the Offer Shares beneficially owned by them and who wish to accept the Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to accept the Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance of the Offer by a Shareholder 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, your Offer Shares 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 (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 Depositor holding Shares through CDP, 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 in respect of all or any of your Offer Shares, you should:
  - (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. In particular, you must state in (A) the number of Offer Shares in respect of which you wish to accept the Offer and state in (B) the share certificate number(s) of the relevant share certificate(s). If you:
    - (a) do not specify a number in (A); or
    - (b) specify a number in (A) which exceeds the number of Offer Shares comprised in the share certificate(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 the total number of Offer Shares comprised in the share certificate(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 completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
    - (b) the share certificate(s), other documents(s) of title and/or other relevant document(s) required by the Offeror and/or the Share Registrar relating to the Offer Shares in respect of which you wish to accept the Offer;
    - (c) 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 (if required), with the particulars of the Transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either); and
    - (d) any other relevant document(s),either:
    - (1) by hand to UMS Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or
    - (2) by post, in the enclosed pre-addressed envelope at your own risk, to UMS Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.in each 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.
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 and/or the Share Registrar 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 (if required), with the particulars of the Transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either).
3. **Date of FAT.** Please do not date this FAT or insert the name of the Transferee. This will be done on your behalf by a person nominated by the Offeror or the Transferee.
4. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Share Registrar is/are not readily available or is/are lost, 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 as soon as possible thereafter but in any event before **5.30 p.m. (Singapore time) on the Closing Date**.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, HLF or the Share Registrar.
6. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should, subject to the terms set out in the section entitled "Overseas Persons" in the Offer Document, be sent by the quickest means (for example, express airmail) to the Shareholder for execution. If he has executed a Power of Attorney, this FAT may be signed by the attorney and the attorney's signature in this FAT 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.
7. **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 the Company, this FAT must be signed by all the personal representative(s) of the deceased and delivered to UMS Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or
  - (ii) the Grant of Probate or Letters of Administration has not been registered with the company secretary of the Company, the personal representative(s) of the deceased must go to UMS Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 personally together with the original Grant of Probate or Letters of Administration before submitting this FAT..
8. **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 UMS Holdings Limited c/o Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased joint 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 FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed this FAT are one and the same;
  - (ii) **Incorrect address.** Please write the correct address on this FAT; and
  - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
10. **Disclaimer and Discretion.** The Offeror, HLF and the Share Registrar will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not in its originality or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror, each of HLF and the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and HLF 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.
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 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 mailing addresses as they appear in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.
12. **Conclusive Evidence.** Delivery of the 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 and/or the Share Registrar, to the Offeror and/or the Share Registrar, as the case may be, shall be conclusive evidence in favour of the Offeror, the Transferee and the Share Registrar of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.
13. **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 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, 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.