

THIS FORM OF ACCEPTANCE AND TRANSFER FOR WARRANTS (THE "WARRANTS FAT") IS IMPORTANT. THIS WARRANTS 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 WARRANTS FAT RELATES TO THE OFFER DOCUMENT DATED 27 MAY 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE WARRANTS OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS WARRANTS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE WARRANTS OFFER TO WARRANTHOLDERS (THE "WARRANTHOLDERS") OF JEP HOLDINGS LTD. (THE "COMPANY") WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS WARRANTHOLDERS") AS SHOWN ON THE REGISTER OF WARRANTHOLDERS OF THE COMPANY (THE "REGISTER") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS WARRANTHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS PERSONS" IN THE OFFER DOCUMENT CAREFULLY.

THIS FORM IS FOR ACCEPTANCE OF THE WARRANTS OFFER ONLY. IF YOU WISH TO ACCEPT THE OFFER (AS DEFINED IN THE OFFER DOCUMENT) IN RESPECT OF ALL OR PART OF YOUR OFFER SHARES (AS DEFINED IN THE OFFER DOCUMENT), PLEASE DO NOT USE THIS WARRANTS FAT.

**MANDATORY UNCONDITIONAL CASH OFFER (THE "WARRANTS OFFER") BY HONG LEONG FINANCE LIMITED ("HLF"),  
FOR AND ON BEHALF OF UMS HOLDINGS LIMITED (THE "OFFEROR"),  
TO ACQUIRE ALL THE WARRANTS (AS DEFINED IN THE OFFER DOCUMENT) OF THE COMPANY  
FORM OF ACCEPTANCE AND TRANSFER FOR WARRANTS**

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

(A): Number of Warrants Tended in Acceptance of Warrants Offer	(B): Warrant Certificate No(s)	Warrants Offer Consideration	FOR OFFICIAL USE
		S\$0.074 in cash for each Warrant	
<p><b>NOTE: Please refer to paragraph 1 on page 2 of this Warrants FAT for instructions on inserting the number of Warrants above. Last date and time for acceptance of the Warrants Offer: 5.30 p.m. (Singapore time) on the Closing Date (as defined in the Offer Document).</b></p>			

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

The consideration for acceptance of the Warrants Offer is the Warrants Offer Price, being S\$0.074 in cash for each Warrant, as stated in the Offer Document.

**Irrevocable Acceptance.** My/Our execution and submission of this Warrants FAT shall constitute my/our irrevocable acceptance of the Warrants 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 Warrants 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 Warrants to the Offeror or any person nominated in writing by the Offeror (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 Warrants as specified in the Offer Document.

**Warranty.** I/We irrevocably warrant, inter alia, that the Warrants in respect of which the Warrants 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 payments, 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 Warrants 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 S\$ cheque for the appropriate amount, being the consideration for the Warrants 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 Warrantholders to the joint accepting Warrantholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk.

**Warrants Offer Unconditional.** As the Warrants Offer is unconditional in all respects, I/we understand that 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:



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

**FOR INDIVIDUAL WARRANTHOLDERS**

Signed and delivered by the above-named Warrantholder/first-named joint Warrantholder in the presence of: Witness' Signature _____ ) Name _____ ) NRIC/Passport No. _____ ) Address _____ ) Occupation _____ )	_____ Signature of Warrantholder/first-named joint Warrantholder
---	---

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

**FOR CORPORATE WARRANTHOLDERS**

The Common Seal of the above-named Warrantholder 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 Warrantholdings, this Warrants FAT must be signed by all joint Warrantholders.
- (c) In the case of a corporation, this Warrants 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 Warrants FAT, this Warrants 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 Warrants as specified or comprised in this Warrants 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 Warrants FAT is for the use of Warrantheolders who wish to accept the Warrants Offer in respect of all or part of the total number of Warrants represented by Warrant certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Warrantheolders who hold the Warrant certificate(s) of the Warrants beneficially owned by them and who wish to accept the Warrants Offer in respect of such Warrants should not deposit their Warrant certificate(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Warrantheolders who deposit their Warrant certificate(s) in respect of the Warrants beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Warrants in time for them to accept the Warrants Offer. This Warrants FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance of the Warrants Offer by a Warrantheolder are set out in Appendix 3 to the Offer Document.

This Warrants FAT has been sent to you on the understanding that all your Warrants are registered in your name. If, however, your Warrants are held on your behalf by CDP and you wish to accept the Warrants Offer in respect of some or all of those Warrants, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Warrants (the "Warrants FAA") in accordance with the instructions printed thereon. A copy of the Warrants FAA may be obtained, upon production of satisfactory evidence that you are a Warrantheolder, from The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

1. **Acceptance by Warrantheolders.** If you wish to accept the Warrants Offer in respect of all or any of your Warrants, you should:
  - (i) complete page 1 of this Warrants FAT in accordance with the Offer Document and the instructions printed on this Warrants FAT. In particular, you must state in (A) the number of Warrants in respect of which you wish to accept the Warrants Offer and state in (B) the Warrant certificate number(s) of the relevant Warrant certificate(s). If you:
    - (a) do not specify a number in (A); or
    - (b) specify a number in (A) which exceeds the number of Warrants comprised in the Warrant certificate(s) attached hereto and/or document(s) of title accompanying the Warrants FAT;you shall be deemed to have accepted the Warrants Offer in respect of the total number of Warrants comprised in the Warrant certificate(s) attached hereto and/or document(s) of title accompanying the Warrants FAT;
  - (ii) sign this Warrants FAT in accordance with the Offer Document and the instructions printed on this Warrants FAT; and
  - (iii) deliver:
    - (a) the completed and signed Warrants FAT in its entirety (no part may be detached or otherwise mutilated);
    - (b) the Warrant certificate(s), other documents(s) of title and/or other relevant document(s) required by the Offeror and/or the Warrant Agent relating to the Warrants in respect of which you wish to accept the Warrants Offer;
    - (c) where such Warrants are not registered in your name, a transfer form, duly executed by the person in whose name such Warrant 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 Warrants Offer cannot be made until all relevant documents have been properly completed and delivered.
2. **Unregistered Warrantheolding.** If your Warrantheolding is not registered with the Company, you may send in, at your own risk, the relevant Warrant certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Warrant Agent together with this Warrants FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Warrants 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 Warrants FAT.** Please do not date this Warrants 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 Warrants but do not have the relevant Warrant certificate(s) relating to such Warrants, you, at your own risk, are required to procure the Company to issue such Warrant certificate(s) in accordance with the Memorandum of Association and the Bye-laws of the Company and then deliver such Warrant certificate(s) in accordance with the procedures set out in the Offer Document and this Warrants FAT. If your Warrant certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Warrant Agent is/are not readily available or is/are lost, this Warrants FAT should nevertheless be completed and delivered as above if you wish to accept the Warrants 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 Warrants FAT, Warrant 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 Warrant Agent.
6. **Warrantheolder Abroad.** If a Warrantheolder is away from home, for example, abroad or on holiday, this Warrants FAT should, subject to the terms set out in the section entitled "Overseas Securityholders" in the Offer Document, be sent by the quickest means (for example, by express airmail) to the Warrantheolder for execution. If he has executed a Power of Attorney, this Warrants FAT may be signed by the attorney and the attorney's signature in this Warrants FAT must be accompanied by a statement stating that this Warrants 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 Warrants FAT. No other signatures are acceptable.
7. **Sole Warrantheolder Deceased.** If the Sole Warrantheolder is deceased and if:
  - (i) the Grant of Probate or Letters of Administration has been registered with the company secretary of the Company, this Warrants 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 Warrants FAT.
8. **Joint Warrantheolder Deceased.** If one of the joint Warrantheolders is deceased, this Warrants FAT must be signed by all the surviving joint Warrantheolder(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 Warrantheolder.
9. **Particulars on Warrant Certificate(s).** If your name or other particulars are shown incorrectly on the Warrant certificate(s), please carry out the following steps:
  - (i) **Incorrect name.** Please complete this Warrants 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 Warrant certificate(s) and the person who signed this Warrants FAT are one and the same;
  - (ii) **Incorrect address.** Please write the correct address on this Warrants FAT; and
  - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this Warrants FAT for noting.
10. **Disclaimer and Discretion.** The Offeror, HLF and the Warrant Agent will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Warrants Offer through this Warrants FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this Warrants FAT or which is otherwise incomplete, incorrect, signed but not in its originality or invalid in any respect. If you wish to accept the Warrants Offer, it is your responsibility to ensure that this Warrants 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 Warrant Agent 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 Warrants 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 Warrants FAT, or if made otherwise than in accordance with the provisions of the Offer Document and the instructions printed on this Warrants 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 Warrantheolders 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 Warrants FAT or in the Register (if no such address is indicated in this Warrants FAT) at your sole risk.
12. **Conclusive Evidence.** Delivery of the duly completed and signed Warrants FAT, together with the relevant Warrant certificate(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror and/or the Warrant Agent, to the Offeror and/or the Warrant Agent, as the case may be, shall be conclusive evidence in favour of the Offeror, the Transferee and the Warrant Agent of the right and title of the person(s) signing it to deal with the same and with the Warrants to which it relates.
13. **Governing Law and Third Party Rights.** By completing and delivering this Warrants FAT, you agree that the agreement arising from the acceptance of the Warrants 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 Warrants FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Warrants Offer, the Offer Document and this Warrants 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.