

THIS FORM OF ACCEPTANCE AND AUTHORISATION (THE "FAA") FOR ORDINARY OFFER SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEAR BELOW. 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 FAA RELATES TO THE OFFER DOCUMENT DATED 13 NOVEMBER 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE ORDINARY SHARE OFFER (AS DEFINED BELOW), UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE ORDINARY SHARE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP") 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 "ORDINARY SHARE OFFER") BY DBS BANK LTD. ("DBS BANK"), FOR AND ON BEHALF OF YANLORD INVESTMENT (SINGAPORE) PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY STOCK UNITS (THE "ORDINARY SHARES") IN THE CAPITAL OF UNITED ENGINEERS LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH THE OFFEROR (THE "ORDINARY OFFER SHARES").

**MANDATORY CONDITIONAL CASH OFFER FOR ORDINARY OFFER SHARES IN
UNITED ENGINEERS LIMITED
FORM OF ACCEPTANCE AND AUTHORISATION FOR ORDINARY OFFER SHARES**

(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE ORDINARY SHARE OFFER)

NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S)	Securities Account Number / Broker-Linked Balance Identification Number
Last time and date for acceptance of the Ordinary Share Offer: 5.30 p.m. (Singapore time) on 11 December 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Ordinary Share Offer Closing Date").	If your purchase of the Ordinary Offer Shares was settled through your Central Provident Fund ("CPF") or Supplementary Retirement Scheme ("SRS") approved agent bank, finance company or depository agent and you wish to accept the Ordinary Share Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme or SRS approved agent bank, finance company or depository agent. In such instances, you need not submit this FAA to CDP. If a Broker-linked Balance Identification Number is indicated above (i.e. where the number does not start with "168"), the above Ordinary Offer Shares are in such Broker-linked Balance. If you wish to accept the Ordinary Share Offer in respect of such Ordinary Offer Shares, you must take the relevant steps to transfer such Ordinary Offer Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Ordinary Share Offer in respect of Ordinary Offer Shares in a Broker-linked Balance. Upon the transfer of Ordinary Offer Shares to the "Free Balance" of your Securities Account, a FAA in respect of such Ordinary Offer Shares will be sent to you by CDP, which you may use to accept the Ordinary Share Offer in respect of such Ordinary Offer Shares in the "Free Balance" of your Securities Account.

To: YANLORD INVESTMENT (SINGAPORE) PTE. LTD.
c/o The Central Depository (Pte) Limited

Dear Sirs,
The consideration for acceptance of the Ordinary Share Offer is the Ordinary Share Offer Price, being S\$2.60 in cash for each Ordinary Offer Share, as stated in the Offer Document.
My/Our acceptance of the Ordinary Share Offer at the Ordinary Share Offer Price, by way of completion, execution and submission of this FAA in accordance with Section A below, is subject to the terms and conditions set out in the Offer Document and this FAA.

Acceptance Irrevocable. My/Our completion, execution and submission of this FAA shall constitute my/our irrevocable acceptance of the Ordinary Share Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAA. Except as expressly provided in the Offer Document and the Code, my/our acceptance of the Ordinary Share Offer is irrevocable and any instructions or subsequent FAA(s) received by CDP after this FAA 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 above-mentioned Ordinary 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 Ordinary Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Ordinary Offer Shares in respect of which the Ordinary Share 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, claims, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever, and (iii) 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 or return of capital, if any, which may be announced, declared, paid or made thereon by the Company in respect of the UEL Ordinary Shares on or after the Offer Announcement Date). In the event any such dividends, rights and other distributions or return of capital is announced, declared, paid or made by the Company, in respect of the UEL Ordinary Shares on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Ordinary Share Offer Price by an amount equivalent to such dividends, rights and other distributions or return of capital in accordance with the terms and subject to the conditions contained in the Offer Document.

CDP Authorisation – Blocked Balance. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Ordinary Offer Shares in respect of which I/we have accepted the Ordinary Share Offer during the period commencing on the date of receipt of this FAA by CDP for and on behalf of the Offeror or, in the case where such date of receipt is on the Ordinary Share Offer Closing Date, as at 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date (provided always that the date of receipt falls on or before the Ordinary Share Offer Closing Date) (the "Date of Receipt"), and ending on the date of settlement of the Ordinary Share Offer Price for such Ordinary Offer Shares (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Ordinary Offer Shares from the "Free Balance" of my/our Securities Account to the "Blocked Balance" of my/our Securities Account). Such Ordinary Offer Shares will be held in the "Blocked Balance" of my/our Securities Account until the Ordinary Share Offer Price for such Ordinary Offer Shares has been despatched to me/us, in the event of the Ordinary Share Offer becoming or being declared to be unconditional in all respects in accordance with its terms.

CDP Authorisation – Transfer. I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Ordinary Offer Shares in respect of which I/we have accepted the Ordinary Share Offer on the date of settlement of the Ordinary Share Offer Price for such Ordinary Offer Shares, in the event of the Ordinary Share Offer becoming or being declared to be unconditional in all respects in accordance with its terms.

CDP Authorisation – Disclosure. I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number(s), address(es), the number of Ordinary Offer Shares standing to the credit of my/our Securities Account(s), the number of Ordinary Offer Shares tendered by me/us in acceptance of the Ordinary Share Offer, information pertaining to the level of acceptance of the Ordinary Share Offer and any other information to the Offeror, the Transferee, DBS Bank (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Ordinary Share Offer and my/our acceptance thereof.

Return of Ordinary Offer Shares. In the event that the Ordinary Share Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that CDP will transfer the aggregate number of Ordinary Offer Shares in respect of which I/we have accepted the Ordinary Share Offer and tendered for acceptance under the Ordinary Share Offer to the "Free Balance" of my/our Securities Account as soon as possible but, in any event, within 14 days from the withdrawal or lapse of the Ordinary Share Offer.

Ordinary Share Offer Unconditional. If you have accepted the Ordinary Share Offer in accordance with the provisions contained herein and in the Offer Document and the Ordinary Share Offer becomes or is declared to be unconditional in all respects in accordance with its terms, upon the Offeror's despatch of consideration for the Ordinary Offer Shares in respect of which you have accepted the Ordinary Share Offer, CDP will send you a notification letter stating the number of Ordinary Offer Shares debited from your Securities Account together with payment of the Ordinary Share Offer Price by way of a cheque in S\$ drawn on a bank in Singapore for the appropriate amount, or in such other manner as you may have agreed with CDP for the payment of any cash distributions and in any case:

- (i) in respect of acceptances of the Ordinary Share Offer which are complete and valid in all respects and are received on or before the date on which the Ordinary Share Offer has become or is declared unconditional in all respects in accordance with its terms (the "Offer Unconditional Date"), within seven (7) Business Days of that date; or
- (ii) in respect of acceptances of the Ordinary Share Offer which are complete and valid in all respects and are received after the Offer Unconditional Date, but on or before the Ordinary Share Offer Closing Date, within seven (7) Business Days of the date of such receipt.

SECTION A – ACCEPTANCE THROUGH THIS FAA			
I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Ordinary Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee maintained with CDP:			
<table border="1"> <tr> <td data-bbox="70 1848 151 1982">Part A</td> <td data-bbox="151 1848 1021 1982">Number of Ordinary Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Ordinary Share Offer is accepted</td> </tr> </table>	Part A	Number of Ordinary Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Ordinary Share Offer is accepted	<p align="center">Please indicate the number of Ordinary Offer Shares you wish to tender in acceptance of the Ordinary Share Offer</p> <p align="center">1 Insert number of Ordinary Offer Shares here</p>
Part A	Number of Ordinary Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Ordinary Share Offer is accepted		
NOTE: Please refer to paragraphs 2 and 3 of page 3 of this FAA for instructions on inserting the number of Ordinary Offer Shares above.			
<p align="center">2 Date here</p>	<p align="center">3 Sign here</p>		
Date	Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors For corporations, please sign as per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.		

INSTRUCTIONS

This FAA is for the use of depositors who wish to accept the Ordinary Share Offer in respect of all or part of the total number of Ordinary Offer Shares standing to the credit of the "Free Balance" of their Securities Account or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix VI to the Offer Document.

This FAA has been sent to you on the understanding that all your Ordinary Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Ordinary Offer Shares and you wish to accept the Ordinary Share Offer in respect of those Ordinary Offer Shares, you should complete, sign and submit at your own risk, the Form of Acceptance and Transfer (the "FAT") for Ordinary Offer Shares in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of UNITED ENGINEERS LIMITED, from TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 Robinson Road, #11-02, Singapore 068898. Electronic copies of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Disclaimer and Discretion.** The Offeror, DBS Bank and CDP will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any acceptances of the Ordinary Share Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Offer Document and in this FAA or which are otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. It is your responsibility to ensure that this FAA is properly completed in all respects and signed in its originality, and all supporting documents, where applicable, are provided. Any decision to reject this FAA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted, or signed but not in its originality will be final and binding and none of the Offeror, DBS Bank or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and DBS Bank reserve the right to treat acceptances of the Ordinary Share 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 FAA, as the case may be, or if made otherwise than in accordance with the provisions and instructions contained in the Offer Document and this FAA. CDP takes no responsibility for any decisions made by the Offeror or DBS Bank. Acceptances using this FAA and received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
2. **Acceptance by Depositors whose Securities Accounts are credited with Ordinary Offer Shares.** If you wish to accept the Ordinary Share Offer in respect of all or any of your Ordinary Offer Shares, you should:
 - (a) complete this FAA in accordance with the Offer Document and the instructions printed on this FAA. In particular, you must state in Part A on page 1 of this FAA the number of Ordinary Offer Shares in respect of which you wish to accept the Ordinary Share Offer.
 - (i) If you:
 - (A) do not specify such number; or
 - (B) specify a number which exceeds the number of Ordinary Offer Shares standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or, in the case where the Date of Receipt is on the Ordinary Share Offer Closing Date, by 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date, you shall be deemed to have accepted the Ordinary Share Offer in respect of all the Ordinary Offer Shares standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date (if this FAA is received by CDP on the Ordinary Share Offer Closing Date); and
 - (ii) if, at the time of verification by CDP of this FAA on the Date of Receipt, if paragraph 2(a)(i)(B) above applies and at the time of verification by CDP of this FAA on the Date of Receipt, there are outstanding settlement instructions with CDP to receive further Ordinary Offer Shares into the "Free Balance" of your Securities Account ("**Unsettled Buy Position**"), and the Unsettled Buy Position settles such that the Ordinary Offer Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Ordinary Share Offer is open, up to 5.30 p.m. on the Ordinary Share Offer Closing Date ("**Settled Shares**"), you shall be deemed to have accepted the Ordinary Share Offer in respect of the balance number of Ordinary Offer Shares inserted in Part A of this FAA which have not yet been accepted pursuant to paragraph 2(a)(i)(B) above, or the number of Settled Shares, whichever is less;
 - (b) sign this FAA in accordance with the Offer Document and the instructions printed on this FAA; and
 - (c) deliver the completed and signed FAA:
 - (i) **by hand**, to Yanlord Investment (Singapore) Pte. Ltd. c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588; or
 - (ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to Yanlord Investment (Singapore) Pte. Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934.

in either case so as to arrive not later than 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above addresses.
3. **Acceptance by Depositors whose Securities Accounts will be credited with Ordinary Offer Shares.** If you have purchased Ordinary Offer Shares on the SGX-ST and such Ordinary Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, a FAA in respect of such Ordinary Offer Shares bearing your name and Securities Account number will be sent by ordinary post to you by CDP to your mailing address as maintained in the records of CDP, and if you wish to accept the Ordinary Share Offer in respect of such Ordinary Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Ordinary Offer Shares, complete, sign and submit the duly completed and signed original of that FAA in accordance with the provisions and instructions contained herein and in the Offer Document. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Ordinary Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited, at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588.

Acceptance. If you wish to accept the Ordinary Share Offer in respect of such Ordinary Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Ordinary Offer Shares, carry out the steps in paragraphs 2(a) to (c) above.
4. **Rejection.** If you purchase Ordinary Offer Shares on the SGX-ST, your acceptance in respect of such Ordinary Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Ordinary Offer Shares by the Date of Receipt, or if the FAA is received by CDP on the Ordinary Share Offer Closing Date, by 5.30 p.m. on the Ordinary Share Offer Closing Date, unless paragraph 2(a)(i)(B) read together with 2(a)(ii) above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. on the Ordinary Share Offer Closing Date, your acceptance in respect of such Ordinary Offer Shares will be rejected. None of CDP, DBS Bank and the Offeror accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.
5. **Acceptance via the SGX-SFG Service (This section is applicable to depository agents only).** Depository agents may accept the Ordinary Share Offer via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if this FAA had been duly completed, signed in its originality and delivered to CDP.
6. **Depositor Abroad.** If a depositor is away from home, for example, abroad or on holiday, this FAA should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, express air mail) to the depositor for completion and execution, or if he has executed a Power of Attorney, this FAA may be signed by the Attorney but the signature must be accompanied by a statement reading "**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 first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.
7. **Deceased Securities Account Holders**
 - (a) **If the sole Securities Account holder is deceased and if:**
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be completed and signed by all the personal representative(s) of the deceased Securities Account holder and lodged with **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or**
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased Securities Account Holder must personally proceed together to CDP to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before completing, signing and submitting this FAA.
 - (b) **If one of the joint Securities Account holders is deceased and if:**
 - (i) it is a joint alternate-signatory Securities Account, this FAA must be completed and signed by **ANY** surviving joint Securities Account holder(s); or
 - (ii) it is a joint signatories Securities Account, this FAA must be completed and signed by **ALL** surviving joint holder(s) and lodged with **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased Securities Account holder.**
8. **Conclusive Evidence.** Lodgement of the duly completed and signed original of this FAA with **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934** duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee and CDP of the right and title of the person(s) signing it to deal with the same and with the Ordinary Offer Shares to which it relates. CDP will, upon receipt on behalf of the Offeror of the duly completed and signed original of this FAA, and all other relevant documents (if any), transfer the Ordinary Offer Shares in respect of which you have accepted the Ordinary Share Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Ordinary Offer Shares will be held in the "Blocked Balance" until the consideration for the Ordinary Offer Shares has been despatched to you. Except as specifically provided for in the Offer Document, acceptance of the Ordinary Share Offer is irrevocable.
9. **Personal Data Privacy.** By completing and delivering this FAA, you (a) consent to the collection, use and disclosure of your personal data by Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, DBS Bank and the Company (the "**Relevant Persons**") or any persons designated by the Relevant Persons in connection with the purpose of facilitating your acceptance of the Ordinary Share Offer, and in order for the Relevant Persons or such designated person 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 law, and (c) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.
10. **Governing Law and Third Party Rights.** By completing, signing and submitting the original of this FAA, you agree that the agreement arising from the acceptance of the Ordinary Share 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 FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Ordinary Share Offer, the Offer Document and this FAA, 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.

No acknowledgement will be given for submissions made. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the Ordinary Share Offer Price for the Ordinary Share Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Ordinary Offer Shares to which this FAA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934.** If you do not have any existing Securities Account in your own name at the time of acceptance of the Ordinary Share Offer, your acceptance as contained in this FAA will be rejected.

If you hold Ordinary Offer Shares in a Broker-linked Balance and you wish to accept the Ordinary Share Offer in respect of such Ordinary Offer Shares, you must take the relevant steps to transfer such Ordinary Offer Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Ordinary Share Offer in respect of Ordinary Offer Shares in a Broker-linked Balance.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Ordinary Offer Shares in your Securities Account. You can verify the number of Ordinary Offer Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service or (b) through the CDP Phone Service using SMS OTP, under the option "To check your securities balance".

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THIS FAA RELATES TO THE OFFER DOCUMENT DATED 13 NOVEMBER 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE PREFERENCE SHARE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE PREFERENCE SHARE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("CDP") 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 UNCONDITIONAL CASH OFFER (THE "PREFERENCE SHARE OFFER") BY DBS BANK LTD. ("DBS BANK"), FOR AND ON BEHALF OF YANLORD INVESTMENT (SINGAPORE) PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP PREFERENCE SHARES (THE "PREFERENCE SHARES") IN THE CAPITAL OF UNITED ENGINEERS LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH THE OFFEROR (THE "PREFERENCE OFFER SHARES").

**MANDATORY UNCONDITIONAL CASH OFFER FOR PREFERENCE OFFER SHARES IN
UNITED ENGINEERS LIMITED
FORM OF ACCEPTANCE AND AUTHORISATION FOR PREFERENCE OFFER SHARES**

(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE PREFERENCE SHARE OFFER)

NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S)	Securities Account Number / Broker-Linked Balance Identification Number
<p>Last time and date for acceptance of the Preference Share Offer: 5.30 p.m. (Singapore time) on 11 December 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Preference Share Offer Closing Date").</p>	<p>If your purchase of the Preference Offer Shares was settled through your Central Provident Fund ("CPF") or Supplementary Retirement Scheme ("SRS") approved agent bank, finance company or depository agent and you wish to accept the Preference Share Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme or SRS approved agent bank, finance company or depository agent. In such instances, you need not submit this FAA to CDP.</p> <p>If a Broker-linked Balance Identification Number is indicated above (i.e. where the number does not start with "168"), the above Preference Offer Shares are in such Broker-linked Balance. If you wish to accept the Preference Share Offer in respect of such Preference Offer Shares, you must take the relevant steps to transfer such Preference Offer Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Preference Share Offer in respect of Preference Offer Shares in a Broker-linked Balance. Upon the transfer of Preference Offer Shares to the "Free Balance" of your Securities Account, a FAA in respect of such Preference Offer Shares will be sent to you by CDP, which you may use to accept the Preference Share Offer in respect of such Preference Offer Shares in the "Free Balance" of your Securities Account.</p>

To: YANLORD INVESTMENT (SINGAPORE) PTE. LTD.
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Preference Share Offer is the Preference Share Offer Price, being S\$2.60 in cash for each Preference Offer Share, as stated in the Offer Document.

My/Our acceptance of the Preference Share Offer at the Preference Share Offer Price, by way of completion, execution and submission of this FAA in accordance with Section A below, is subject to the terms and conditions set out in the Offer Document and this FAA.

Acceptance Irrevocable. My/Our completion, execution and submission of this FAA shall constitute my/our irrevocable acceptance of the Preference Share Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAA. Except as expressly provided in the Offer Document and the Code, my/our acceptance of the Preference Share Offer is irrevocable and any instructions or subsequent FAA(s) received by CDP after this FAA 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 above-mentioned Preference 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 Preference Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Preference Offer Shares in respect of which the Preference Share 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, claims, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever, and (iii) 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 or return of capital, if any, which may be announced, declared, paid or made thereon by the Company in respect of the UEL Preference Shares on or after the Offer Announcement Date). In the event any such dividends, rights and other distributions or return of capital is announced, declared, paid or made by the Company, in respect of the UEL Preference Shares on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Preference Share Offer Price by an amount equivalent to such dividends, rights and other distributions or return of capital in accordance with the terms and subject to the conditions contained in the Offer Document.

CDP Authorisation – Blocked Balance. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Preference Offer Shares in respect of which I/we have accepted the Preference Share Offer during the period commencing on the date of receipt of this FAA by CDP for and on behalf of the Offeror or, in the case where such date of receipt is on the Preference Share Offer Closing Date, as at 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date (provided always that the date of receipt falls on or before the Preference Share Offer Closing Date) (the "Date of Receipt"), and ending on the date of settlement of the Preference Share Offer Price for such Preference Offer Shares (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Preference Offer Shares from the "Free Balance" of my/our Securities Account to the "Blocked Balance" of my/our Securities Account). Such Preference Offer Shares will be held in the "Blocked Balance" of my/our Securities Account until the Preference Share Offer Price for such Preference Offer Shares has been despatched to me/us, in the event of the Preference Share Offer becoming or being declared to be unconditional in all respects in accordance with its terms.

CDP Authorisation – Transfer. I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Preference Offer Shares in respect of which I/we have accepted the Preference Share Offer on the date of settlement of the Preference Share Offer Price for such Preference Offer Shares, in the event of the Preference Share Offer becoming or being declared to be unconditional in all respects in accordance with its terms.

CDP Authorisation – Disclosure. I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number(s), address(es), the number of Preference Offer Shares standing to the credit of my/our Securities Account, the number of Preference Offer Shares tendered by me/us in acceptance of the Preference Share Offer, information pertaining to the level of acceptance of the Preference Share Offer and any other information to the Offeror, the Transferee, DBS Bank (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Preference Share Offer and my/our acceptance thereof.

Preference Share Offer Unconditional. As the Preference Share Offer is unconditional in all respects, CDP will send you a notification letter stating the number of Preference Offer Shares debited from your Securities Account together with payment of the Preference Share Offer Price by way of a cheque in S\$ drawn on a bank in Singapore for the appropriate amount, or in such other manner as you may have agreed with CDP for the payment of any cash distributions within seven (7) Business Days of the date of such receipt of your acceptance which is complete and valid in all respects.

SECTION A – ACCEPTANCE THROUGH THIS FAA			
I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Preference Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee maintained with CDP:			
<table border="1"> <tr> <td data-bbox="70 1870 159 1966">Part A</td> <td data-bbox="159 1870 1021 1966">Number of Preference Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Preference Share Offer is accepted</td> </tr> </table>	Part A	Number of Preference Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Preference Share Offer is accepted	<p align="center">Please indicate the number of Preference Offer Shares you wish to tender in acceptance of the Preference Share Offer</p> <p align="center">1 Insert number of Preference Offer Shares here</p>
Part A	Number of Preference Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Preference Share Offer is accepted		
NOTE: Please refer to paragraphs 2 and 3 of page 3 of this FAA for instructions on inserting the number of Preference Offer Shares above.			
<p align="center">2 Date here</p> <p>Date _____</p>	<p align="center">3 Sign here</p> <p align="center">Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors</p>		
<p align="center">For corporations, please sign as per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.</p>			

INSTRUCTIONS

This FAA is for the use of depositors who wish to accept the Preference Share Offer in respect of all or part of the total number of Preference Offer Shares standing to the credit of the "Free Balance" of their Securities Account or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix VI to the Offer Document.

This FAA has been sent to you on the understanding that all your Preference Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Preference Offer Shares and you wish to accept the Preference Share Offer in respect of those Preference Offer Shares, you should complete, sign and submit at your own risk, the Form of Acceptance and Transfer (the "FAT") for Preference Offer Shares in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of UNITED ENGINEERS LIMITED, from TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 Robinson Road, #11-02, Singapore 068898. Electronic copies of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Disclaimer and Discretion.** The Offeror, DBS Bank and CDP will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any acceptances of the Preference Share Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Offer Document and in this FAA or which are otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. It is your responsibility to ensure that this FAA is properly completed in all respects and signed in its originality, and all supporting documents, where applicable, are provided. Any decision to reject this FAA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted, or signed but not in its originality will be final and binding and none of the Offeror, DBS Bank or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and DBS Bank reserve the right to treat acceptances of the Preference Share 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 FAA, as the case may be, or if made otherwise than in accordance with the provisions and instructions contained in the Offer Document and this FAA. CDP takes no responsibility for any decisions made by the Offeror or DBS Bank. Acceptances using this FAA and received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
2. **Acceptance by Depositors whose Securities Accounts are credited with Preference Offer Shares.** If you wish to accept the Preference Share Offer in respect of all or any of your Preference Offer Shares, you should:
 - (a) complete this FAA in accordance with the Offer Document and the instructions printed on this FAA. In particular, you must state in Part A on page 1 of this FAA the number of Preference Offer Shares in respect of which you wish to accept the Preference Share Offer.
 - (i) If you:
 - (A) do not specify such number; or
 - (B) specify a number which exceeds the number of Preference Offer Shares standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or, in the case where the Date of Receipt is on the Preference Share Offer Closing Date, by 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date,you shall be deemed to have accepted the Preference Share Offer in respect of all the Preference Offer Shares standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date (if this FAA is received by CDP on the Preference Share Offer Closing Date); and
 - (ii) if, at the time of verification by CDP of this FAA on the Date of Receipt, if paragraph 2(a)(i)(B) above applies and at the time of verification by CDP of this FAA on the Date of Receipt, there are outstanding settlement instructions with CDP to receive further Preference Offer Shares into the "Free Balance" of your Securities Account ("**Unsettled Buy Position**"), and the Unsettled Buy Position settles such that the Preference Offer Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Preference Share Offer is open, up to 5.30 p.m. on the Preference Share Offer Closing Date ("**Settled Shares**"), you shall be deemed to have accepted the Preference Share Offer in respect of the balance number of Preference Offer Shares inserted in Part A of this FAA which have not yet been accepted pursuant to paragraph 2(a)(i)(B) above, or the number of Settled Shares, whichever is less;
 - (b) sign this FAA in accordance with the Offer Document and the instructions printed on this FAA; and
 - (c) deliver the completed and signed FAA:
 - (i) **by hand**, to Yanlord Investment (Singapore) Pte. Ltd. c/o The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588; or
 - (ii) **by post**, in the enclosed pre-addressed envelope at your own risk, to Yanlord Investment (Singapore) Pte. Ltd. c/o The Central Depository (Pte) Limited, Robinson Road Post Office, P.O. Box 1984, Singapore 903934,in either case so as to arrive not later than 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date. If the completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above addresses.
3. **Acceptance by Depositors whose Securities Accounts will be credited with Preference Offer Shares.** If you have purchased Preference Offer Shares on the SGX-ST and such Preference Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, a FAA in respect of such Preference Offer Shares bearing your name and Securities Account number will be sent by ordinary post to you by CDP to your mailing address as maintained in the records of CDP, and if you wish to accept the Preference Share Offer in respect of such Preference Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Preference Offer Shares, complete, sign and submit the duly completed and signed original of that FAA in accordance with the provisions and instructions contained herein and in the Offer Document. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Preference Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited, at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588.
Acceptance. If you wish to accept the Preference Share Offer in respect of such Preference Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Preference Offer Shares, carry out the steps in paragraphs 2(a) to (c) above.
4. **Rejection.** If you purchase Preference Offer Shares on the SGX-ST, your acceptance in respect of such Preference Offer Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Preference Offer Shares by the Date of Receipt, or if the FAA is received by CDP on the Preference Share Offer Closing Date, by 5.30 p.m. on the Preference Share Offer Closing Date, unless paragraph 2(a)(i)(B) read together with 2(a)(ii) above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. on the Preference Share Offer Closing Date, your acceptance in respect of such Preference Offer Shares will be rejected. None of CDP, DBS Bank and the Offeror accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.
5. **Acceptance via the SGX-SFG service (This section is applicable to depository agents only).** Depository agents may accept the Preference Share Offer via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if this FAA had been duly completed, signed in its originality and delivered to CDP.
6. **Depositor Abroad.** If a depositor is away from home, for example, abroad or on holiday, this FAA should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, express air mail) to the depositor for completion and execution, or if he has executed a Power of Attorney, this FAA may be signed by the Attorney but the signature must be accompanied by a statement reading "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 first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.
7. **Deceased Securities Account Holders**
 - (a) **If the sole Securities Account holder is deceased and if:**
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be completed and signed by all the personal representative(s) of the deceased Securities Account holder and lodged with YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased Securities Account Holder must personally proceed together to CDP to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before completing, signing and submitting this FAA.
 - (b) **If one of the joint Securities Account holders is deceased and if:**
 - (i) it is a joint alternate-signatory Securities Account, this FAA must be completed and signed by ANY surviving joint Securities Account holder(s); or
 - (ii) it is a joint signatories Securities Account, this FAA must be completed and signed by ALL surviving joint holder(s) and lodged with YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased Securities Account holder.
8. **Conclusive Evidence.** Lodgement of the duly completed and signed original of this FAA with YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934 duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee and CDP of the right and title of the person(s) signing it to deal with the same and with the Preference Offer Shares to which it relates. CDP will, upon receipt on behalf of the Offeror of the duly completed and signed original of this FAA, and all other relevant documents (if any), transfer the Preference Offer Shares in respect of which you have accepted the Preference Share Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Preference Offer Shares will be held in the "Blocked Balance" until the consideration for the Preference Offer Shares has been despatched to you. Except as specifically provided for in the Offer Document, acceptance of the Preference Share Offer is irrevocable.
9. **Personal Data Privacy.** By completing and delivering this FAA, you (a) consent to the collection, use and disclosure of your personal data by Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, DBS Bank and the Company (the "**Relevant Persons**") or any persons designated by the Relevant Persons in connection with the purpose of facilitating your acceptance of the Preference Share Offer, and in order for the Relevant Persons or such designated person 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 law, and (c) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.
10. **Governing Law and Third Party Rights.** By completing, signing and submitting the original of this FAA, you agree that the agreement arising from the acceptance of the Preference Share 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 FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Preference Share Offer, the Offer Document and this FAA, 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.

No acknowledgement will be given for submissions made. All communications, notices, documents and payments will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the Preference Share Offer Price for the Preference Share Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Preference Offer Shares to which this FAA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934. If you do not have any existing Securities Account in your own name at the time of acceptance of the Preference Share Offer, your acceptance as contained in this FAA will be rejected.

If you hold Preference Offer Shares in a Broker-linked Balance and you wish to accept the Preference Share Offer in respect of such Preference Offer Shares, you must take the relevant steps to transfer such Preference Offer Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Preference Share Offer in respect of Preference Offer Shares in a Broker-linked Balance.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Preference Offer Shares in your Securities Account. You can verify the number of Preference Offer Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service or (b) through the CDP Phone Service using SMS OTP, under the option "To check your securities balance".

THIS FORM OF ACCEPTANCE AND TRANSFER ("**FAT**") FOR ORDINARY OFFER SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY SHAREHOLDERS WHOSE ORDINARY OFFER SHARES ARE NOT DEPOSITED WITH CDP. 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 13 NOVEMBER 2019 (THE "**OFFER DOCUMENT**") IN RELATION TO THE ORDINARY SHARE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE ORDINARY SHARE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN IN THE REGISTER OF MEMBERS (THE "**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 "ORDINARY SHARE OFFER") BY DBS BANK LTD. ("DBS BANK"), FOR AND ON BEHALF OF YANLORD INVESTMENT (SINGAPORE) PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY STOCK UNITS (THE "ORDINARY SHARES") IN THE CAPITAL OF UNITED ENGINEERS LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH THE OFFEROR (THE "ORDINARY OFFER SHARES").

**MANDATORY CONDITIONAL CASH OFFER FOR ORDINARY OFFER SHARES IN
UNITED ENGINEERS LIMITED
FORM OF ACCEPTANCE AND TRANSFER FOR ORDINARY OFFER SHARES**

**(THIS FAT NEED NOT BE SUBMITTED TO TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.)
IF YOU DO NOT WISH TO ACCEPT THE ORDINARY SHARE OFFER)**

(A) Number of Ordinary Offer Shares Tended in Acceptance of the Ordinary Share Offer	(B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Ordinary Share Offer Price of S\$2.60 for each Ordinary Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Ordinary Offer Shares above. Last time and date for acceptance of the Ordinary Share Offer: 5.30 p.m. (Singapore time) on 11 December 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Ordinary Share Offer Closing Date").

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 Ordinary Offer Shares as stated in (A) above comprised in the share certificate(s) stated in (B) above. If the number of Ordinary Offer Shares in respect of acceptances for the Ordinary Share Offer as inserted in (A) exceeds the number of Ordinary Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying this FAT, or if no such number of Ordinary Offer Shares is inserted, then I/we shall be deemed to have accepted the Ordinary Share Offer in respect of all the Ordinary Offer Shares as represented by the share certificate(s) and/or other document(s) of title accompanying this FAT.

The consideration for acceptance of the Ordinary Share Offer is the Ordinary Share Offer Price, being S\$2.60 in cash for each Ordinary Offer Share, as stated in the Offer Document.

My/Our acceptance of the Ordinary Share Offer at the Ordinary Share Offer Price, by way of completion, execution and submission of this FAT to Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), is subject to the terms and conditions set out in the Offer Document and in this FAT.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT to Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) shall constitute my/our irrevocable acceptance of the Ordinary Share 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 Ordinary 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 Ordinary Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Ordinary Offer Shares in respect of which the Ordinary Share 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, claims, charges, encumbrances, rights of pre-emption and other third-party rights and interests of any nature whatsoever; and (iii) 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 or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the UEL Ordinary Shares on or after the Offer Announcement Date).

Return of Ordinary Offer Shares. In the event of the Ordinary Share Offer not becoming or not being declared unconditional in all respects in accordance with its terms, I/we understand that this FAT, the 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/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, not later than 14 days from the lapse of the Ordinary Share 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 S\$ drawn on a bank operating in Singapore for the appropriate amount being the consideration for the Ordinary 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.

If you wish to accept the Ordinary Share 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

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

Signature of second-named 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 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/Transferee hereby accepts the transfer of the number of Ordinary Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document and this FAT.

Authorised Signatory(ies)

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Ordinary Share Offer in respect of all or part of the total number of Ordinary 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) for the Ordinary Offer Shares beneficially owned by them and who wish to accept the Ordinary Share Offer in respect of such Ordinary 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 Ordinary Share Offer Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Ordinary Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Ordinary Offer Shares in time for them to accept the Ordinary Share 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 VI to the Offer Document.

This FAT has been sent to you on the understanding that all your Ordinary Offer Shares are registered in your name. If, however, you have Ordinary Offer Shares which are held on your behalf by CDP and you wish to accept the Ordinary Share Offer in respect of some or all of those Ordinary Offer Shares, you should complete, sign and submit at your own risk, the Form of Acceptance and Authorisation (the "FAA") for Ordinary Offer Shares 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 or have purchased the Ordinary Offer Shares on the Singapore Exchange Securities Trading Limited (as the case may be) 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 Ordinary Share 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 (A) the number of Ordinary Offer Shares in respect of which you wish to accept the Ordinary Share 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 Ordinary Offer Shares as represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT,you shall be deemed to have accepted the Ordinary Share Offer in respect of all the Ordinary Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT;
 - (ii) sign 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 Ordinary Share Offer); 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 share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror relating to the Ordinary Offer Shares in respect of which you wish to accept the Ordinary Share Offer. If you are recorded in the Register as holding Ordinary Offer Shares but do not have the relevant share certificate(s) relating to such Ordinary 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 in this FAT. If your share certificate(s) and/or other document(s) of title 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 document(s) required by the Offeror should be forwarded to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898, as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date; and
 - (c) any other relevant document(s),either:
 - (1) by hand, to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898; or
 - (2) by post, in the enclosed pre-addressed envelope at your own risk, to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898,in each case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE ORDINARY SHARE OFFER CLOSING DATE.
This FAT must be sent in its entirety to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898 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 Ordinary Share Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed. Acceptance in the form of this FAT received by YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898, at the address listed above on Saturday, Sunday or public holiday will only be processed and validated on the next business day.
2. **Unregistered Shareholding.** If your Ordinary Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, you must send in, at your own risk, the relevant share certificate(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 Company as the holder(s) of the Ordinary 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).
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. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Ordinary Offer Shares but do not have the relevant share certificate(s) relating to such Ordinary 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 in 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 YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898. This FAT should nevertheless be completed and delivered as above if you wish to accept the Ordinary Share Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898 as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Ordinary Share Offer Closing Date.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer forms and/or any other relevant document(s) required by the Offeror will be given.
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 titled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, express airmail) to the Shareholder 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. **Deceased Shareholders.** If the sole Shareholder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), all the personal representative(s) of the deceased must personally proceed together to Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) before the personal representative(s) of the deceased can effect the transfer of the Ordinary Offer Shares.
8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be completed and signed by all the surviving joint Shareholder(s) and lodged with YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased 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, DBS Bank and Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) will be entitled, in their sole and absolute discretion, to reject any acceptances of the Ordinary Share Offer which do not comply with the provisions and instructions contained in the Offer Document and this FAT or which is not accompanied by the relevant share certificate(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 Ordinary Share 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 and this FAT on the grounds that it has been incompletely, incorrectly or invalidly signed, completed or submitted unsigned or signed but not in its originality will be final and binding and none of the Offeror, DBS Bank or Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) accepts any responsibility or liability for such a decision, including the consequences thereof. The Offeror and DBS Bank each reserves the right to treat acceptances of the Ordinary Share 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 contained in this FAT.
11. **Risk of Posting.** All communications, notices, certificates, documents and remittances to be 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) will be sent by ordinary post to your address as it appears in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.
12. **Conclusive Evidence.** Submission of the duly completed and signed original of this 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 Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) of the right and title of the person(s) signing it to deal with the same and with the Ordinary Offer Shares to which it relates.
13. **Ordinary Share Offer Unconditional.** If you have accepted the Ordinary Share Offer in accordance with the provisions contained herein and in the Offer Document and the Ordinary Share Offer becomes and is declared unconditional in all respects, payment will be 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) 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 S\$ 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 Ordinary Share Offer which are complete and valid in all respects and are received on or before the date on which the Ordinary Share Offer becomes or is declared unconditional in all respects, within seven (7) Business Days of that date; or
 - (ii) in respect of acceptances of the Ordinary Share Offer which are complete and valid in all respects and are received after the Ordinary Share Offer becomes or is declared unconditional in all respects, but before the Ordinary Share Offer closes, within seven (7) Business Days of the date of such receipt.
14. **Third Party Rights.** 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 Ordinary Share Offer, the Offer Document and this FAT has no rights 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.
15. **Personal Data.** By completing and submitting this FAT, you (i) consent to the collection, use and disclosure of your personal data by Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), the Offeror, DBS Bank and the Company (collectively, the "Relevant Persons") or any persons designated by the Relevant Persons in connection with the purpose of facilitating your acceptance of the Ordinary Share Offer, and in order for the Relevant Persons or such designated person to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.
16. **Governing Law.** By completing, signing and submitting the original of this FAT, you agree that the agreement arising from the acceptance of the Ordinary Share 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.

THIS FORM OF ACCEPTANCE AND TRANSFER ("FAT") FOR PREFERENCE OFFER SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY SHAREHOLDERS WHOSE PREFERENCE OFFER SHARES ARE NOT DEPOSITED WITH CDP. 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 13 NOVEMBER 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE PREFERENCE SHARE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE PREFERENCE SHARE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE REGISTER OF MEMBERS (THE "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 UNCONDITIONAL CASH OFFER (THE "PREFERENCE SHARE OFFER") BY DBS BANK LTD. ("DBS BANK"), FOR AND ON BEHALF OF YANLORD INVESTMENT (SINGAPORE) PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP PREFERENCE SHARES (THE "PREFERENCE SHARES") IN THE CAPITAL OF UNITED ENGINEERS LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH THE OFFEROR (THE "PREFERENCE OFFER SHARES").

**MANDATORY UNCONDITIONAL CASH OFFER FOR PREFERENCE OFFER SHARES IN
UNITED ENGINEERS LIMITED**

FORM OF ACCEPTANCE AND TRANSFER FOR PREFERENCE OFFER SHARES

**(THIS FAT NEED NOT BE SUBMITTED TO TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.)
IF YOU DO NOT WISH TO ACCEPT THE PREFERENCE SHARE OFFER)**

(A) Number of Preference Offer Shares Tended in Acceptance of the Preference Share Offer	(B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Preference Share Offer Price of S\$2.60 for each Preference Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Preference Offer Shares above. Last time and date for acceptance of the Preference Share Offer: 5.30 p.m. (Singapore time) on 11 December 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Preference Share Offer Closing Date").

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 Preference Offer Shares as stated in (A) above comprised in the share certificate(s) stated in (B) above. If the number of Preference Offer Shares in respect of acceptances for the Preference Share Offer as inserted in (A) exceeds the number of Preference Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying this FAT, or if no such number of Preference Offer Shares is inserted, then I/we shall be deemed to have accepted the Preference Share Offer in respect of all the Preference Offer Shares as represented by the share certificate(s) and/or other document(s) of title accompanying this FAT.

The consideration for acceptance of the Preference Share Offer is the Preference Share Offer Price, being S\$2.60 in cash for each Preference Offer Share, as stated in the Offer Document.

My/Our acceptance of the Preference Share Offer at the Preference Share Offer Price, by way of completion, execution and submission of this FAT to Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), is subject to the terms and conditions set out in the Offer Document and in this FAT.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT to Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) shall constitute my/our irrevocable acceptance of the Preference Share 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 Preference 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 Preference Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Preference Offer Shares in respect of which the Preference Share 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, claims, charges, encumbrances, rights of pre-emption and other third-party rights and interests of any nature whatsoever; and (iii) 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 or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the UEL Preference Shares 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 a cheque in S\$ drawn on a bank operating in Singapore for the appropriate amount being the consideration for the Preference 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.

If you wish to accept the Preference Share 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



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

Witness' Signature: _____)

Name: _____)

NRIC/Passport No.: _____)

Address: _____)

Occupation: _____)

Signature of second-named 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 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/Transferee hereby accepts the transfer of the number of Preference Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document and this FAT.

Authorised Signatory(ies)

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Preference Share Offer in respect of all or part of the total number of Preference 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) for the Preference Offer Shares beneficially owned by them and who wish to accept the Preference Share Offer in respect of such Preference 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 Preference Share Offer Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Preference Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Preference Offer Shares in time for them to accept the Preference Share 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 VI to the Offer Document.

This FAT has been sent to you on the understanding that all your Preference Offer Shares are registered in your name. If, however, you have Preference Offer Shares which are held on your behalf by CDP and you wish to accept the Preference Share Offer in respect of some or all of those Preference Offer Shares, you should complete, sign and submit at your own risk, the Form of Acceptance and Authorisation (the "FAA") for Preference Offer Shares 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 or have purchased the Preference Offer Shares on the Singapore Exchange Securities Trading Limited (as the case may be) 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 Preference Share 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 (A) the number of Preference Offer Shares in respect of which you wish to accept the Preference Share 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 Preference Offer Shares as represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT,

you shall be deemed to have accepted the Preference Share Offer in respect of all the Preference Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT;

(ii) sign 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 Preference Share Offer); 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 share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror relating to the Preference Offer Shares in respect of which you wish to accept the Preference Share Offer. If you are recorded in the Register as holding Preference Offer Shares but do not have the relevant share certificate(s) relating to such Preference 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 in this FAT. If your share certificate(s) and/or other document(s) of title 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 document(s) required by the Offeror should be forwarded to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**, as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date; and

(c) any other relevant document(s),

either:

- (1) **by hand**, to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**; or
(2) **by post**, in the enclosed pre-addressed envelope at your own risk, to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**,

in each case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE PREFERENCE SHARE OFFER CLOSING DATE.**

This FAT must be sent in its entirety to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898** 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 Preference Share Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed. Acceptance in the form of this FAT received by **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**, at the address listed above on Saturday, Sunday or public holiday will only be processed and validated on the next business day.

2. **Unregistered Shareholding.** If your Preference Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, you must send in, at your own risk, the relevant share certificate(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 Company as the holder(s) of the Preference 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).

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. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Preference Offer Shares but do not have the relevant share certificate(s) relating to such Preference 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 in 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 **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Preference Share Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898** as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Preference Share Offer Closing Date.

5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer forms and/or any other relevant document(s) required by the Offeror will be given.

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 titled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, express airmail) to the Shareholder 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. **Deceased Shareholders.** If the sole Shareholder is deceased and if:

(i) the Grant of Probate or Letters of Administration have been registered and lodged with **Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)**, this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**; or

(ii) the Grant of Probate or Letters of Administration have not been registered and lodged with **Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)**, all the personal representative(s) of the deceased must personally proceed together to **Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with **Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** before the personal representative(s) of the deceased can effect the transfer of the Preference Offer Shares.

8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be completed and signed by all the surviving joint Shareholder(s) and lodged with **YANLORD INVESTMENT (SINGAPORE) PTE. LTD., c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), 80 Robinson Road, #11-02, Singapore 068898**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased 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, DBS Bank and Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) will be entitled, in their sole and absolute discretion, to reject any acceptances of the Preference Share Offer which do not comply with the provisions and instructions contained in the Offer Document and this FAT or which is not accompanied by the relevant share certificate(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 Preference Share 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 and this FAT on the grounds that it has been incompletely, incorrectly or invalidly signed, completed or submitted unsigned or signed but not in its originality will be final and binding and none of the Offeror, DBS Bank or Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) accepts any responsibility or liability for such a decision, including the consequences thereof. The Offeror and DBS Bank each reserves the right to treat acceptances of the Preference Share 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 contained in this FAT.

11. **Risk of Posting.** All communications, notices, certificates, documents and remittances to be 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) will be sent by ordinary post to your address as it appears in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.

12. **Conclusive Evidence.** Submission of the duly completed and signed original of this 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 Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) of the right and title of the person(s) signing it to deal with the same and with the Preference Offer Shares to which it relates.

13. **Preference Share Offer Unconditional.** As the Preference Share Offer is unconditional in all respects, if you have accepted the Preference Share Offer in accordance with the provisions contained herein and in the Offer Document, payment will be 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) 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 S\$ drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event within seven (7) Business Days of the date of such receipt of your acceptance which is valid and complete in all respects.

14. **Third Party Rights.** 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 Preference Share Offer, the Offer Document and this FAT has no rights 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.

15. **Personal Data.** By completing and submitting this FAT, you (i) consent to the collection, use and disclosure of your personal data by Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), the Offeror, DBS Bank and the Company (collectively, the "Relevant Persons") or any persons designated by the Relevant Persons in connection with the purpose of facilitating your acceptance of the Preference Share Offer, and in order for the Relevant Persons or such designated person to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.

16. **Governing Law.** By completing, signing and submitting the original of this FAT, you agree that the agreement arising from the acceptance of the Preference Share 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.