

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (AS DEFINED BELOW) (THE "FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 6 OCTOBER 2021 (THE "OFFER DOCUMENT") IN RELATION TO THE MGO (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANING AS ASCRIBED IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE MGO TO SHAREHOLDERS WHOSE MAILING ADDRESSES AS SHOWN ON THE REGISTER OF MEMBERS OF SEMBCORP MARINE LTD ("REGISTER") ARE OUTSIDE SINGAPORE ("OVERSEAS SHAREHOLDERS") 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 GENERAL CASH OFFER (THE "MGO") BY MORGAN STANLEY ASIA (SINGAPORE) PTE. ("MORGAN STANLEY"), FOR AND ON BEHALF OF STARTREE INVESTMENTS PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF SEMBCORP MARINE LTD (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR CONCERT PARTY GROUP (THE "OFFER SHARES").**

**MANDATORY CONDITIONAL GENERAL CASH OFFER FOR  
SEMBCORP MARINE LTD**

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

(THIS FAT NEED NOT BE SUBMITTED TO KCK CORP SERVE PTE. LTD. IF YOU DO NOT WISH TO ACCEPT THE MGO)

Part (A) Number of Offer Shares Tended in Acceptance of MGO	Part (B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		<b>S\$0.08 in cash for each Offer Share</b>	

**NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last time and date for acceptance of the MGO: 5:30 p.m. (Singapore time) on 3 November 2021 (the "Closing Date"). Notice is hereby given that the MGO will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date. Acceptances of the MGO received after 5.30 p.m. (Singapore time) on the Closing Date will be rejected.**

I/We, \_\_\_\_\_ (Passport/NRIC/Company Registration Number) \_\_\_\_\_  
 (Full name of Shareholder and joint Shareholder(s), if any)  
 Of (Address) \_\_\_\_\_  
 Telephone No. (Office/Home): \_\_\_\_\_ (Handphone): \_\_\_\_\_  
 E-mail: \_\_\_\_\_

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Offer Shares as stated in Part (A) above comprised in the share certificate(s) stated in Part (B) above.

**The consideration for acceptance of the MGO is the Offer Price, being S\$0.08 in cash for each Offer Share, as stated in the Offer Document.**

**The Offer Price is final and the Offeror will not revise the Offer Price.**

**My/Our acceptance of the MGO at the Offer Price, by way of completion, execution and submission of this FAT to KCK CorpServe 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 KCK CorpServe Pte. Ltd. shall constitute my/our irrevocable acceptance of the MGO, upon the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document and the Code, my/our acceptance of the MGO is irrevocable.

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

**Warranty.** I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the MGO is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all claims, charges, equities, mortgages, liens, pledges, encumbrances, rights of pre-emption and other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits, entitlements and advantages attached thereto as at 22 September 2021 (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 declared paid or made by the Company (if any) on or after the Offer Announcement Date.

**Return of Offer Shares.** In the event that the MGO does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT and other accompanying documents (including share certificate(s)) will be returned to me/us at the address stated above, or if none is stated, to me/us (or in the case of joint accepting Shareholders, to the first named in the Register), at the relevant address set out in the Register by ordinary post at my/our own risk as soon as possible but, in any event, within 14 days from the lapse or withdrawal of the MGO.

**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 cheques for the appropriate amounts, being the consideration for the Offer Shares validly tendered in acceptance of the MGO, payable to me/us, or any other documents (including share certificates) which may be returned 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 MGO, 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-named joint Shareholder in the presence of: \_\_\_\_\_ )  
 Witness' Signature: \_\_\_\_\_ )  
 Name: \_\_\_\_\_ )  
 NRIC/Passport No.: \_\_\_\_\_ )  
 Address: \_\_\_\_\_ )  
 Occupation: \_\_\_\_\_ )

\_\_\_\_\_  
Signature of 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 common 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 Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document and this FAT.

\_\_\_\_\_  
Director

## INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the MGO in respect of all or part of the total number of Offer Shares represented by share certificate(s) held by them which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) for the Offer Shares beneficially owned by them and who wish to accept the MGO in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to accept the MGO. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those Offer Shares, you should complete and return at your own risk, the Form of Acceptance and Authorisation for Offer Shares (the "FAA") in accordance with the instructions printed thereon. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a Shareholder of the Company or have purchased the Offer Shares on the Singapore Exchange Securities Trading Limited (the "SGX-ST") (as the case may be) from CDP by submitting a request to CDP via phone (+65 6535 7511) or email services (asksgx@sgx.com). An electronic copy of the FAA may also be obtained on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

1. **Acceptance by Shareholders.** If you wish to accept the MGO in respect of all or any of your Offer Shares, you should:
  - (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. In particular, you must state in Part (A) on page 1 of this FAT the number of Offer Shares in respect of which you wish to accept the MGO and state in Part (B) on page 1 of this FAT, the share certificate number(s) of the relevant share certificate(s). If you:
    - (a) do not specify such number in Part (A) on page 1 of this FAT; or
    - (b) specify a number in Part (A) on page 1 of this FAT which exceeds the number of Offer Shares 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 MGO in respect of the total number of 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; 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 and/or the KCK CorpServe Pte. Ltd. relating to the Offer Shares in respect of which you wish to accept the MGO. If you are recorded in the Register as holding Offer Shares but you do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s) 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 **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, as soon as possible thereafter but in any event before **5:30 p.m. (Singapore time) on the Closing Date**;
    - (c) where such Offer Shares are not registered in your name, a transfer form, duly completed and executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either); and
    - (d) any other relevant document(s),by post, in the enclosed pre-addressed envelope at your own risk, to **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, so as to arrive **NOT LATER THAN 5:30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the duly completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with this FAT, at your own risk. It is your responsibility to affix adequate postage on the said envelope. Proof of posting is not proof of receipt by the Offeror at the above address.
- This FAT must be sent in its entirety to **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, 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 MGO will be subject to, amongst other things, the receipt of all relevant documents, properly completed. Acceptance in the form of this FAT received by **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd.**, at the address listed above on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
2. **Unregistered Shareholding.** If your 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 documents 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 of the 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 Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror, is/are not readily available or is/are lost, please contact **KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**. This FAT should nevertheless be completed and delivered as above if you wish to accept the MGO. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621** as soon as possible thereafter but in any event before **5:30 p.m. (Singapore time) on the Closing Date**.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) will be given by the Offeror, the Morgan Stanley or KCK CorpServe Pte. Ltd.
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 KCK CorpServe Pte. Ltd., this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**; or
  - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with KCK CorpServe Pte. Ltd., all the personal representative(s) of the deceased must personally proceed together to KCK CorpServe 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 KCK CorpServe Pte. Ltd. before the personal representative(s) of the deceased can effect the transfer of the 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 **Startree Investments Pte. Ltd., c/o KCK CorpServe Pte. Ltd., 24 Raffles Place, #07-07 Clifford Centre, Singapore 048621**, 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, the Morgan Stanley and KCK CorpServe Pte. Ltd. will be entitled, at their sole and absolute discretion, to reject any acceptance which does not comply with the provisions and instructions contained in the Offer Document and this FAT or which is not accompanied by the relevant 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 MGO, it is your responsibility to ensure that this FAT is properly completed in all respects, submitted with original signature(s) and that all required documents are provided. Any decision to reject 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, the Morgan Stanley or KCK CorpServe Pte. Ltd. accepts any responsibility or liability for the consequences of such a decision. Each of the Offeror and the Morgan Stanley reserves the right to treat acceptances of the MGO 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 KCK CorpServe Pte. Ltd. of the right and title of the persons signing it to deal with the same and with the Offer Shares to which it relates.
13. **MGO Unconditional.** If you have accepted the MGO in accordance with the provisions contained herein and in the Offer Document and the MGO becomes and is being declared unconditional in all respects in accordance with its terms, 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 Singapore dollar crossed cheque drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event:
  - (i) in respect of valid acceptances which are complete in all respects and are received on or before the date on which the MGO becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or
  - (ii) in respect of valid acceptances which are complete in all respects and are received after the MGO becomes or is declared to be unconditional in all respects in accordance with its terms, but before the MGO 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 MGO, 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. **Governing Law.** By completing, signing and submitting the original of this FAT, you agree that the agreement arising from the acceptance of the MGO 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.