

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 COMPOSITE DOCUMENT DATED 25 MARCH 2015 (THE “**COMPOSITE DOCUMENT**”) IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED TO THEM IN THE COMPOSITE DOCUMENT.

THE OFFER MAY NOT BE AVAILABLE TO SHAREHOLDERS (“**SHAREHOLDERS**”) OF FAR EASTERN BANK LIMITED WHOSE ADDRESSES IN THE REGISTER OF MEMBERS ARE OUTSIDE SINGAPORE (THE “**OVERSEAS SHAREHOLDERS**”) DUE TO POTENTIAL RESTRICTIONS UNDER THE LAWS OF THE RELEVANT OVERSEAS JURISDICTION. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED “OVERSEAS SHAREHOLDERS” IN THE COMPOSITE DOCUMENT CAREFULLY.

**RECOMMENDED VOLUNTARY CONDITIONAL CASH OFFER (THE “OFFER”) BY UNITED OVERSEAS BANK LIMITED (“UOB”) TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF FAR EASTERN BANK LIMITED (“FEB”) OTHER THAN THOSE ALREADY HELD BY UOB (THE “OFFER SHARES”)**

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

(THIS FAT NEED NOT BE SUBMITTED TO THE SHARE REGISTRAR OF FEB (THE “**FEB SHARE REGISTRAR**”) IF YOU DO NOT WISH TO ACCEPT THE OFFER)

Part A: Number of Offer Shares Tended in Acceptance of the Offer	Part B: Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		<b>S\$3.51 in cash for each Offer Share tendered</b>	

**NOTE: Please refer to paragraph 1 on page 3 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. on 22 April 2015 or such later date(s) as may be announced from time to time by or on behalf of UOB (the “Closing Date”).**

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

do hereby transfer to UOB or any person nominated in writing by UOB (hereinafter called the “**Transferee**”) the Offer Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above. If no number is inserted, or if the number inserted in Part A exceeds the number of Offer Shares represented by the attached share certificate(s), then the acceptance will be deemed to be in respect of the total holdings of the Shareholder(s) comprised in the share certificate(s) accompanying this FAT.

**The consideration for acceptance of the Offer is the Offer Price, being S\$3.51 in cash for each Offer Share tendered.**

**I/We acknowledge that the agreement arising from my/our acceptance of the Offer at the Offer Price, by way of execution of this FAT, is subject to the terms and conditions in the Composite Document (including this FAT), including the condition that UOB receives, by the close of the Offer, valid acceptances in respect of such number of Offer Shares which represents not less than 90% of the Offer Shares as at the close of the Offer.**

**Irrevocable Acceptance.** My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Composite Document (including this FAT).

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

**Warranty.** I/We unconditionally and irrevocably warrant that (a) I am/we are the legal and beneficial owner(s) of the Offer Shares in respect of which the Offer is accepted by me/us, and I am/we are and will be entitled and able to transfer the legal and beneficial title to such Offer Shares; and (b) such Offer Shares are and, when transferred to UOB 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 and interests of any nature whatsoever and (iii) transferred together with all rights, benefits, entitlements and advantages attached thereto as at 11 March 2015, being the date of the joint announcement of the Offer (the “**Joint Announcement Date**”) and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions declared, paid or made by FEB (collectively, the “**Distributions**”) (if any) which may be announced, declared, paid or made by FEB on or after the Joint Announcement Date, but excluding the FY2014 Dividend as defined in the Composite Document. In the event of any such Distributions (other than the FY2014 Dividend), the Offer Price payable to a Shareholder who validly accepts or has validly accepted the Offer shall be reduced by an amount which is equal to the amount of such Distribution in the manner as set out in the Composite Document.

**Authorisation.** I/We irrevocably authorise any person nominated in writing by UOB or by the Transferee to date this FAT and to complete the particulars of UOB or the Transferee on my/our behalf in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms. I/We irrevocably authorise and direct UOB or its agent to send cheques for the appropriate amounts being the consideration for the Offer Shares tendered 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 of Members of FEB (the "Register")) at the relevant address maintained in the Register, by ordinary post at my/our risk. In the event UOB becomes entitled to receive, and receives, the FY2014 Dividend in respect of any Offer Shares validly tendered by me/us in acceptance of the Offer, I/we irrevocably authorise and direct UOB or its agent to send cheques for an amount equal to the FY2014 Dividend in respect of such 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 risk, within 14 days of the receipt by UOB of the FY2014 Dividend from FEB.

**Return of Offer Shares.** In the event the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT, share certificate(s) and other accompanying document(s) will be returned to me/us at 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 as soon as possible but in any event within 14 days from the lapse of the Offer.

**Offer Conditional.** I/We understand that if I/we have accepted the Offer in accordance with the provisions contained herein and in the Composite Document and in the event that the Offer becomes or is declared unconditional in all respects in accordance with its terms, UOB will pay to me/us the Offer Price by way of a Singapore dollar cheque drawn on a bank in Singapore for the appropriate amount, at my/our own risk, as soon as practicable and in any event:

- (a) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared unconditional in all respects in accordance with its terms, within 10 days of that date; or
- (b) in respect of acceptances which are complete and valid in all respects and are received after the Offer becomes or is declared unconditional in all respects in accordance with its terms, but before the Offer closes, within 10 days of the date of such receipt.

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

PLEASE SIGN HERE

**FOR INDIVIDUAL SHAREHOLDERS**

Signed by the above-named Shareholder/first-named joint Shareholder in the presence of: _____ ) Witness' Signature: _____ ) Name: _____ ) NRIC/Passport No.: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of Shareholder/first-named joint Shareholder
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Signed by the above-named joint Shareholder in the presence of: Witness' Signature: _____ ) Name: _____ ) NRIC/Passport No.: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of joint Shareholder, if any
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**FOR CORPORATE SHAREHOLDERS**

Signed by authorised signatory: Name: _____ ) Designation: _____ ) for and on behalf of the above-named Shareholder in the presence of: ) Witness' Signature: _____ ) Name: _____ ) NRIC/Passport No.: _____ ) Address: _____ ) Occupation: _____ )	_____ Signature of authorised signatory of Shareholder
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**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.

FOR OFFICIAL USE	
The 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 Composite Document and this FAT.	
Signed by authorised signatory: _____ ) Name: _____ ) Designation: _____ ) for and on behalf of the Transferee _____ )	_____ Signature

## INSTRUCTIONS

This FAT and the provisions herein constitute an integral part of the Composite Document. Further provisions relating to acceptance are set out in Appendix 2 to the Composite Document titled "Procedures for Acceptance of the Offer".

1. **Acceptance by Shareholders.** If you wish to accept the Offer, you should complete, sign and deliver this FAT in accordance with the Composite Document and the instructions printed on this FAT:
  - (a) Please insert in Part A on page 1 of this FAT the number of Offer Shares in respect of which you wish to accept the Offer.
  - (b) If you wish to accept the Offer in respect of all Offer Shares represented by the share certificate(s) attached hereto, you can either state "All" or insert the number of Offer Shares in respect of which the Offer is accepted in Part A on page 1 of this FAT and state in Part B the share certificate number(s) of the relevant share certificate(s).
  - (c) If you wish to accept the Offer in respect of some but not all Offer Shares represented by the share certificate(s) attached hereto, please insert in Part A on page 1 of this FAT the number of Offer Shares in respect of which the Offer is accepted and state in Part B the share certificate number(s) of the relevant share certificate(s).
  - (d) If you do not wish to accept the Offer, you do not need to take any action.

If you do not specify a number in Part A or you specify a number in Part A which exceeds the number of Offer Shares represented by the share certificate(s) attached hereto, you shall be deemed to have accepted the Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto.

2. **Unregistered Shareholding.** If your shareholding is not registered with FEB, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by UOB together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares, with the particulars of the transferee left blank (to be completed by UOB or Transferee or a person authorised by either).
3. **Date of FAT. Please do not date this FAT or insert the name of the Transferee.** This will be done on your behalf by a person nominated by UOB or the Transferee.
4. **Delivery of FAT.** You should deliver:
  - (a) the completed and signed 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 UOB relating to the Offer Shares in respect of which you wish to accept the Offer; and
  - (c) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered, with the particulars of transferee left blank (to be completed by UOB or Transferee or a person authorised by either),

either **by hand**, or **by post** in the enclosed pre-addressed envelope at your own risk, to **United Overseas Bank Limited c/o the Share Registrar of Far Eastern Bank Limited at 80 Raffles Place, UOB Plaza 2, #04-20 Singapore 048624**, in either case so as to arrive **NOT LATER THAN 5.30 P.M. ON 22 APRIL 2015 OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF UOB**. If the completed and signed FAT is delivered by post to UOB, please use the pre-addressed envelope which is enclosed with this FAT. It is your responsibility to affix adequate postage on the said envelope. Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and delivered.

5. **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 and cost and expense, are required to procure FEB to issue such share certificate(s) and then deliver such share certificate(s) in accordance with the procedures set out in the Composite Document (including this FAT). If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by UOB, is/are not readily available or is/are lost, please immediately inform the Share Registrar of Far Eastern Bank Limited at 80 Raffles Place, UOB Plaza 2, #04-20 Singapore 048624, in any event not later than 21 days before the Closing Date. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded as soon as possible thereafter but in any event before 5.30 p.m. on the Closing Date.
6. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or other relevant document(s) will be given by UOB or the FEB Share Registrar.
7. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should be sent by the quickest means (for example, express airmail) to the Shareholder for execution or 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 the Power of Attorney which is still in force, no notice of revocation having been received". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.

- 8. Shareholder Deceased.** If the sole Shareholder is deceased and if:
- (a) the Grant of Probate or Letters of Administration have been registered with the FEB Share Registrar, this FAT must be signed by all the personal representative(s) of the deceased and lodged with **United Overseas Bank Limited c/o the Share Registrar of Far Eastern Bank Limited at 80 Raffles Place, UOB Plaza 2, #04-20 Singapore 048624**; or
  - (b) the Grant of Probate or Letters of Administration have not been registered with the FEB Share Registrar, all the personal representative(s) of the deceased must go to the FEB Share Registrar personally together with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be lodged with the FEB Share Registrar before the personal representative(s) of the deceased can effect the transfer of the Offer Shares.
- 9. Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving Shareholders and lodged with **United Overseas Bank Limited c/o the Share Registrar of Far Eastern Bank Limited at 80 Raffles Place, UOB Plaza 2, #04-20 Singapore 048624**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder.
- 10. 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:
- (a) **incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration confirming that the person described on the share certificate(s) and the person who signed this FAT are one and the same;
  - (b) **incorrect address.** Please write the correct address on this FAT and enclose a certified true copy of your identification document showing the correct address; and
  - (c) **change of name.** Please enclose a certified true copy of your Marriage Certificate or the Deed Poll.
- Such correction or update of particulars shall also serve as notification to the FEB Share Registrar to correct or update the same in the records of FEB, and the FEB Share Registrar shall be entitled to retain such documents in the records of FEB.
- 11. Discretion and Disclaimer.** If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects, and is submitted with original signature(s) and that all required documents are provided. UOB and/or the FEB Share Registrar will be entitled, at their sole and absolute discretion, to (a) reject or treat as invalid any acceptance of the Offer which is not entirely in order or which does not comply with the terms of the Composite Document (including this FAT) or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect, and (b) treat acceptances of the Offer as valid if received by UOB at any place or places determined by UOB otherwise than as stated in the Composite Document (including this FAT) or if made otherwise than in accordance with the provisions of the Composite Document (including this FAT). Any decision to reject or treat as valid any acceptance will be final and binding and none of UOB (or, for the avoidance of doubt, any of UOB's related corporations) and the FEB Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.
- 12. Correspondences.** All communications, certificates, notices, documents and remittances to be delivered or sent to you (or in the case of accepting joint Shareholders, 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.
- 13. Conclusive Evidence.** Delivery of this FAT duly completed and signed, together with the relevant share certificate(s) and/or other documents of title and/or any other relevant document(s) required by UOB, to UOB and/or the FEB Share Registrar shall be conclusive evidence in favour of UOB, the Transferee and the FEB Share Registrar of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.
- 14. Governing Law and Third Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the exclusive jurisdiction of the Singapore courts. Unless otherwise expressly provided to the contrary in the Composite Document (including this FAT), a person who is not a party to any contracts made pursuant to the Offer and the Composite Document (including 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 in the Composite Document (including this FAT), 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.