

THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR SHARES (THE "FAA") 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 18 MARCH 2014 (THE "OFFER DOCUMENT") IN RELATION TO THE PARTIAL OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA BEAR THE SAME MEANING ASCRIBED IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE 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.

**VOLUNTARY CONDITIONAL CASH PARTIAL OFFER ("PARTIAL OFFER")
BY NG HOCK CHING ("OFFEROR") TO ACQUIRE THE OFFER SHARES (AS DEFINED IN THE OFFER DOCUMENT) IN THE CAPITAL OF
FU YU CORPORATION LIMITED ("OFFEREE")**

**FORM OF ACCEPTANCE AND AUTHORISATION FOR SHARES
(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE PARTIAL OFFER)**

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
	Estimated Number of Relevant Percentage Offer Shares*
<p>Last date and time for acceptance of the Partial Offer: 5.30 p.m. on 21 April 2014 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").</p> <p><small>If your purchase of the above Shares was settled through your Central Provident Fund ("CPF") approved agent bank, finance company or depository agent and you wish to accept the Partial Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, finance company or depository agent. In such instances, you need not submit this FAA to CDP.</small></p> <p><small>*You may wish to note that you are entitled to accept the Partial Offer in respect of approximately ten point three per cent. (10.3%) of the Shares held by you (the "Relevant Percentage Offer Shares") as at 5.00 p.m. on 7 April 2014 (the "Record Date") and in addition, you may tender Shares that are in excess of your Relevant Percentage Offer Shares. Illustration. If you have 1,000 Shares standing to the credit of your Securities Account as at the Record Date, your Relevant Percentage Offer Shares will be 103 Shares. Your alternative courses of action are summarised below:- (a) not accept the Partial Offer and retain your 1,000 Shares; (b) accept the Partial Offer in respect of part of your Relevant Percentage Offer Shares. For example, you may accept the Partial Offer in respect of 50 Shares, in which case, if the Partial Offer is successful, you will receive S\$4.50 for your 50 Shares; (c) accept the Partial Offer in respect of all your 103 Relevant Percentage Offer Shares, in which case, if the Partial Offer is successful, you will receive S\$9.27 for your 103 Shares; or (d) accept the Partial Offer in respect of up to all of your Shares, in which case, if the Partial Offer is successful, you will receive up to S\$90 for your 1,000 Shares and any Excess Shares not accepted will be returned to you.</small></p>	

To: **NG HOCK CHING**
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Partial Offer is S\$0.09 in cash for each Offer Share, as stated in the Offer Document.

The acceptance of the Partial Offer at the Offer Price, by way of execution of this FAA provided by CDP, is subject to the terms and conditions set out below and in the Offer Document.

Irrevocable Acceptance. My/Our execution of this FAA shall constitute my/our irrevocable acceptance of the Partial Offer, upon the terms and subject to the conditions contained in the Offer Document.

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 Offer Shares to the Offeror, and to enable the Offeror to exercise all rights and receive all benefits accruing to or arising from the Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Partial Offer is accepted by me/us are, and when transferred to the Offeror, will be (i) fully paid; (ii) free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Partial Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions (if any) which may be declared paid or made by Fu Yu Corporation Limited on or after the Partial Offer Announcement Date.

CDP Authorisation – Suspense Account. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Offer Shares in respect of which I/we have accepted the Partial Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Partial Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such Offer Shares from my/our Securities Account into a suspense account).

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 Offer Shares in respect of which I/we have accepted the Partial Offer on the date of settlement of the consideration for such Offer Shares, in the event of the Partial 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, address(es), the number of Shares standing to the credit of my/our Securities Account, the number of Shares tendered by me/us in acceptance of the Partial Offer, information pertaining to the level of acceptance of the Partial Offer and any other information to the Offeror and any other relevant parties as CDP may deem fit for the purposes of the Partial Offer and my/our acceptance thereof.

Return of Shares. In the event of the Partial Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Partial Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but in any event not later than 14 days from the lapse of the Partial Offer.

Partial Offer Unconditional. If I/we have accepted the Partial Offer in accordance with the provisions contained herein and in the Offer Document and the Partial Offer becomes and is declared unconditional, CDP will send me/us a notification letter stating the number of Offer Shares debited from my/our Securities Account together with payment of the Offer Price by way of a cheque drawn on a bank in Singapore for the appropriate amount, or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions, on the payment date.

ACCEPTANCE THROUGH FAA	
I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:	
	Please indicate the number of Offer Shares you wish to tender in acceptance of the Partial Offer
Part A Number of Relevant Percentage Offer Shares* standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Partial Offer is accepted	
Part B Number of Shares in excess of my/our Relevant Percentage Offer Shares ("Excess Shares") standing to credit of the "Free Balance" of my/our Securities Account tendered for acceptance under the Partial Offer	
<p><small>* The exact number of Relevant Percentage Offer Shares in respect of which you are entitled to accept the Partial Offer will be set out in a letter to be despatched to you after the Record Date.</small></p> <p>NOTE: Please refer to paragraphs 2.1 to 2.9 on pages 2 of this FAA for instructions on inserting the number of Offer Shares above. In particular, please note that as stated under paragraph 2.9, if you fail to insert any Shares in Part A and/or Part B above or the insertions in Part A and/or Part B are not in terms of the number of Shares held by you (including but not limited to insertions of ticks, crosses or percentages in Part A and/or Part B), you will be deemed NOT to have accepted the Partial Offer and your acceptance will be rejected.</p>	
Date	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PLEASE SIGN HERE </div>
	<p align="center">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 Memorandum and Articles of Association or relevant constitutive documents.</p>

PARTIAL OFFER FOR THE SHARES OF FU YU CORPORATION LIMITED

INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Partial Offer in respect of all or part of the total number of 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 B to the Offer Document.

This FAA has been sent to you on the understanding that all your Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Shares and you wish accept the Partial Offer in respect of those Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for Shares (the "Share FAT") in accordance with the instructions printed thereon. A copy of the Share FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of FU YU CORPORATION LIMITED, from BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. at 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623.

1. **Acceptance.** If you wish to accept the Partial Offer using this FAA, it must be completed and signed strictly in the manner set out in the overleaf and in accordance with the provisions and instructions of the Offer Document and then submit the signed original in the enclosed pre-addressed envelope at your own risk, by post to **NG HOCK CHING, c/o The Central Depository (Pte) Limited at Robinson Road Post Office P.O. Box 1984 Singapore 903934**, so as in either case your acceptance should be submitted **NOT LATER THAN 5.30 P.M. ON 21 APRIL 2014 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.**

The Offeror and CDP will be authorised and entitled, in their absolute discretion, to reject any acceptances of the Partial 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 or invalid in any respect. It is your responsibility to ensure that this FAA is properly completed in all respects, signed 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 will be final and binding and none of CDP and the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror reserves the right to treat acceptances of the Partial Offer as valid if received by the Offeror or on his behalf at any place or places determined by the Offeror otherwise than as stated in the Offer Document or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this FAA. CDP takes no responsibility for any decision made by the Offeror. Acceptances in the form of this FAA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. **Tendering Shares for acceptance under the Partial Offer**

- 2.1 Please insert in Part A of Section A on page 1 of this FAA the number of Relevant Percentage Offer Shares you wish to accept under the Partial Offer. Subject to paragraphs 2.2 to 2.9 below, you may accept the Partial Offer in excess of the total number of your Relevant Percentage Offer Shares by inserting the number of Excess Shares in Part B on page 1 of this FAA. A letter will be despatched to the shareholders of the Offeree after the Record Date to notify them, inter alia, of (a) the total number of their Relevant Percentage Offer Shares and (b) if CDP has received their FAA by the Record Date, the number of Relevant Percentage Offer Shares and Excess Shares tendered for acceptance under the Partial Offer, as indicated on their FAA and adjusted (if necessary) in accordance with paragraphs 2.2 to 2.10 below. For the avoidance of doubt, if you are unsure about the number of Shares you hold as at the Record Date and/or there is any change in your shareholdings since the Record Date, you may wait until you receive the entitlement letter after the Record Date which will notify you of the Relevant Percentage Offer Shares as of the Record Date, before completing Part A and/or Part B of this FAA.

- 2.2 Subject to the Partial Offer becoming unconditional as described in the Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire the Offer Shares. Acceptances in excess of the Relevant Percentage Offer Shares will be scaled down proportionately but in a manner which minimises the number of new odd-lot shareholdings as the Offeror may, in his absolute discretion, deem fit in the interest of the Offeror. CDP takes no responsibility for any decisions that the Offeror may have made.

- 2.3 In determining the number of Offer Shares for which the Partial Offer is made, fractions of a Share will be disregarded.

- 2.4 Please note that (i) if you have inserted the number of Shares in Part A (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed to have accepted the Partial Offer in respect of such number of Shares so inserted in Part A and (ii) if you have inserted the number of Shares in Part B, you shall be deemed to have tendered, subject to the provisions of paragraph 2.7 below, such number of Excess Shares for acceptance under the Partial Offer. In all instances, the number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the number of Shares standing to the credit of the "Free Balance" of your Securities Account as at 5.00 p.m. on the date of receipt by CDP, if the date of receipt by CDP is before the Record Date ("**Date of Receipt**"), for and on behalf of the Offeror, of this FAA or the number of Offer Shares held by you as at the Record Date, whichever is lower. Further instructions relating to your acceptances under the Partial Offer are set out under paragraphs 2.5 to 2.9 below.

- 2.5 If the number of Shares inserted in Part A exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to the provisions of paragraph 2.2 above, tendered the difference of the number of the Offer Shares indicated in Part A and your Relevant Percentage Offer Shares as Excess Shares, standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt for acceptance under the Partial Offer or the number of Offer Shares held by you as at the Record Date, whichever is lower.

- 2.6 **If you want to accept the Partial Offer only in respect of part or all your Relevant Percentage Offer Shares under Part A and do not want to tender any Excess Shares for acceptance, please ensure that you insert the number of Relevant Percentage Offer Shares you wish to accept in Part A only and leave Part B blank.**

- 2.7 If you insert Shares only in Part B, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subjected to the provisions of paragraph 2.2 above, tendered the difference of the number of Shares indicated in Part B and your Relevant Percentage Offer Shares as Excess Shares in acceptance for the partial offer.

- 2.8 Subject to the provisions of paragraphs 2.1 to 2.7 above, you must ensure that you have not less than the relevant number of Offer Shares (which you have accepted the Partial Offer in respect of your Relevant Percentage Offer Shares or tendered for acceptance as Excess Shares) standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt, failing which you will be deemed to have accepted the Partial Offer in respect of all the Offer Shares (if any) which are standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or the number of Offer Shares held by you as at the Record Date, whichever is lower.

- 2.9 If Part A and Part B have been left blank or the insertions in Part A and/or Part B are not in terms of the number of Shares held by you (including but not limited to insertions of ticks, crosses or percentages in Part A and/or Part B), you will be deemed NOT to have accepted the Partial Offer and your acceptance will be rejected.

- 2.10 Further provisions relating to acceptance are contained in Appendix B to the Offer Document, headed "Procedures for Acceptance".

3. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should be sent by the quickest means (for example, express air mail) to the Depositor for 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 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 first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.

4. **Deceased Holders**

- (a) **If the sole 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 signed by all the personal representative(s) of the deceased and lodged with **NG HOCK CHING, c/o The Central Depository (Pte) Limited**, 4 Shenton Way #02-01 SGX Centre 2 Singapore 068807 on or prior to 11 April 2014, and at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 on or after 14 April 2014;
- (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 must go to CDP personally together to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.

- (b) **If one of the joint holders is deceased and if:**

- (i) it is a Joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint holder(s).
- (ii) it is a Joint signatories account, this FAA must be signed by **ALL** surviving joint holder(s) and lodged with **NG HOCK CHING, c/o The Central Depository (Pte) Limited**, 4 Shenton Way #02-01 SGX Centre 2 Singapore 068807 on or prior to 11 April 2014, and at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 on or after 14 April 2014, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentations, in respect of the deceased holder.

5. **Conclusive Evidence.** Lodgement of this FAA with **NG HOCK CHING, c/o The Central Depository (Pte) Limited** at 4 Shenton Way, #02-01 SGX Centre 2, Singapore 068807 on or prior to 11 April 2014, and at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 on or after 14 April 2014 duly completed and signed, shall be conclusive evidence in favour of the Offeror and CDP of the right and title of the person signing it to deal with the same and with the Shares which it relates. Upon receipt of this FAA, CDP will transfer the Shares in respect of which you have accepted the Partial Offer from the "Free Balance" of your Securities Account to a "Suspense Account". Such Shares will be held in the "Suspense Account" until the consideration for such Shares has been despatched to you.

6. **Disclaimer and Discretion.** The Offeror and/or CDP will be entitled to reject any acceptance which does not comply with the terms of the Offer Document and this FAA or which is otherwise incomplete, incorrect or invalid in any respect. If you wish to accept the Partial Offer, it is your responsibility to ensure that this FAA is properly completed in all respects and all required documents are provided. Any decision to reject any acceptance will be final and binding and none of the Offeror and CDP accepts any responsibility or liability for the consequences of such a decision. The Offeror reserves the right to treat acceptances of the Partial Offer as valid if received by the Offeror or on his behalf at any place or places determined by the Offeror otherwise than as stated in the Offer Document or this FAA, or if made otherwise than in accordance with the provisions of the Offer Document and this FAA.

7. **Governing Law and Third Party Rights.** By completing and delivering this FAA, you agree that the agreement arising from the acceptance of the Partial 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 Partial 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, 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 consideration under the Partial Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the 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 **NG HOCK CHING, c/o The Central Depository (Pte) Limited** at 4 Shenton Way, #02-01 SGX Centre 2, Singapore 068807 on or prior to 11 April 2014, and at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 on or after 14 April 2014.

If you do not have any existing Securities Account in your own name at the time of acceptance of the Partial Offer, your acceptance as contained in this FAA will be rejected.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Shares in your Securities Account. You can verify the number of Shares in your Securities Account:- (a) through CDP Online if you have registered for CDP Internet Access Service or (b) through CDP Phone Service if you have a T-Pin.

PARTIAL OFFER FOR THE SHARES OF FU YU CORPORATION LIMITED

TOPPAN VITE PTE. LTD. SCR1403027