

THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER 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 (THE "OFFER DOCUMENT") AS DEFINED IN THE COMPOSITE DOCUMENT DATED 16 JULY 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 FAA BEAR THE SAME MEANING ASCRIBED IN THE COMPOSITE 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 CAREFULLY.

VOLUNTARY CONDITIONAL GENERAL OFFER (THE "OFFER") BY DEUTSCHE BANK AG, SINGAPORE BRANCH, CHINA INTERNATIONAL CAPITAL CORPORATION (SINGAPORE) PTE. LIMITED AND DBS BANK LTD. (TOGETHER, THE "OFFEROR'S FINANCIAL ADVISERS"), FOR AND ON BEHALF OF JCET-SC (SINGAPORE) PTE. LTD. (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF STATS CHIPPAC LTD. (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR, ITS RELATED CORPORATIONS AND THEIR RESPECTIVE NOMINEES (THE "OFFER SHARES").

**VOLUNTARY CONDITIONAL GENERAL OFFER FOR  
STATS CHIPPAC LTD.  
FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES**

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

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
<b>Last date and time for acceptance of the Offer: 5:30 p.m. (Singapore time) on 13 August 2015 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").</b>	If your purchase of the Offer Shares was settled through your Central Provident Fund ("CPF") approved agent bank, finance company or depository agent and you wish to accept the 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.

To: **JCET-SC (Singapore) Pte. Ltd.**  
c/o The Central Depository (Pte) Limited

Dear Sirs,

**The consideration for acceptance of the Offer is the Offer Price, being S\$0.46577 in cash for each Offer Share, as stated in the Offer Document.**

**My/Our acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAA in accordance with Section A below, is conditional upon the Offer becoming or being declared unconditional in all respects and subject to the terms and conditions set out below and in the Offer Document.**

**Irrevocable Acceptance.** My/Our completion, execution and submission of this FAA shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and this FAA. Save as set out in the Code and the Offer Document, my/our acceptance 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 Offer Shares mentioned in Section A below to the Offeror or any person nominated in writing by the Offeror (the "Transferee"), and in connection with this FAA, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from such Offer Shares, as specified in the Offer Document.

**Warranty.** I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid-up; (ii) free from all liens, equities, mortgages, 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 30 December 2014 (the "Pre-Conditional Announcement Date") and thereafter attaching thereto (including the right to receive and retain all dividends, rights and other distributions or returns of capital, if any, which may be announced, declared, paid or made thereon by the Company on or after the Pre-Conditional Announcement Date other than pursuant to the Capital Reduction or the Perpetual Securities Offering).

**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 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 Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Offer Shares from the "Free Balance" of 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 Offer on the date of settlement of the consideration for such Offer Shares, in the event of the 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 Offer Shares standing to the credit of the "Free Balance" of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Offer, information pertaining to the level of acceptances of the Offer and any other information to the Offeror, the Transferee, each of the Offeror's Financial Advisers (each of 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 Offer and my/our acceptance thereof.

**Return of Offer Shares.** In the event of the 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 Offer and tendered for acceptance under the 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 or withdrawal of the Offer.

**Offer Unconditional.** I/We understand that if I/we have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and the Offer becomes or is declared unconditional in all respects in accordance with its terms, CDP will send to 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 S\$ cheque drawn on a bank in Singapore for the appropriate amount to the nearest cent, and sent by ordinary post (at my/our own risk) to my/our mailing address as recorded with CDP, or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions at my/our own risk, as soon as practicable and in any case:

- (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 (the "Offer Unconditional Date"), within 10 days of the Offer Unconditional Date; or
- (b) in respect of acceptances of the Offer which are complete and valid in all respects and are received after the Offer Unconditional Date, but before the Closing Date, within 10 days of the date of such receipt.

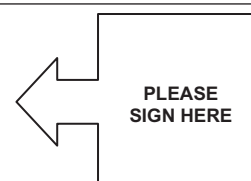
The Offeror will issue settlement instructions, on the Offer Unconditional Date, to effect the first batch of payments to all Shareholders who have accepted the Offer on or before the day prior to the Offer Unconditional Date.

**SECTION A – 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 Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:

		<b>Please indicate the number of Offer Shares you wish to tender in acceptance of the Offer</b>
Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Offer is accepted	

**NOTE: Please refer to paragraphs 2 and 3 on page 2 of this FAA for instructions on inserting the number of Offer Shares above.**



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 memorandum and articles of association or relevant constitutive documents.

## INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Offer in respect of all or part of the total number of 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 2 to the Composite Document.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Offer in respect of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for Offer Shares (the “FAT”) 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 the Company, from **M & C Services Private Limited at 112 Robinson Road, #05-01, Singapore 068902**.

1. **Acceptance.** If you wish to accept the Offer using this FAA, it must be completed and signed strictly in the manner set out in **Section A** overleaf and in accordance with the provisions and instructions of the Offer Document and this FAA and then deliver the duly completed and signed original FAA in its entirety (no part shall be detached or otherwise mutilated) to **JCET-SC (Singapore) Pte. Ltd., c/o The Central Depository (Pte) Limited** either (i) **by hand** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**; or (ii) **by post** using the enclosed pre-addressed envelope at your own risk at **Robinson Road Post Office, P.O. Box 1984, Singapore 903934**, so as in either case to arrive **NOT LATER THAN 5:30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. Please use the pre-addressed envelope which is enclosed with this FAA to deliver the completed and signed FAA by post to the Offeror. Please note that the pre-addressed envelope which is enclosed 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.

The Offeror, the Offeror's Financial Advisers and CDP will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAA which is not entirely in order or which does not comply with the provisions and instructions in the Offer Document and in this FAA or which is otherwise incomplete, incorrect, signed but not in its originality, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAA is properly completed and executed in all respects, and that this FAA should be submitted with original signature(s) and that all required documents, where applicable, are provided. Any decision to reject any acceptance on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted or treat as valid any acceptance will be final and binding and none of the Offeror (or, for avoidance of doubt, any of the Offeror's related corporations), the Offeror's Financial Advisers and/or CDP accept any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and the Offeror's Financial Advisers each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them 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. CDP takes no responsibility for any decision made by the Offeror or any of the Offeror's Financial Advisers. 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. **Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.** Please insert in **Part A** on page 1 of this FAA the number of Offer Shares already standing to the credit of the “Free Balance” of your Securities Account in respect of which the Offer is accepted. Subject to the provisions of paragraph 3 below, if the number of Offer Shares inserted in **Part A** of this FAA exceeds the number of Offer Shares standing to the credit of the “Free Balance” of your Securities Account as at 5:00 p.m. (Singapore time) on the date of receipt of this FAA by CDP (the “**Date of Receipt**”) or, in the case where the Date of Receipt is on the Closing Date, as at 5:30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt must fall on or before the Closing Date) or, if no such number of Offer Shares is inserted in **Part A**, then you shall be deemed to have accepted the Offer in respect of all the Offer Shares already standing to the credit of the “Free Balance” of your Securities Account as at 5:00 p.m. (Singapore time) on the Date of Receipt or 5:30 p.m. (Singapore time) on the Closing Date (if the Date of Receipt is the Closing Date).

3. **Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST after the Despatch Date and such Offer Shares are in the process of being credited to the “Free Balance” of your Securities Account, an FAA in respect of such Offer Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Offer in respect of such Offer Shares, you should, after the “Free Balance” of your securities account has been credited with such number of Offer Shares purchased, complete, sign and return that FAA in accordance with the provisions in the Offer Document and the instructions contained herein. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the 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**.

**Rejection.** If you purchase Offer Shares on the SGX-ST, your acceptance in respect of such Offer Shares will be rejected if the “Free Balance” of your Securities Account is not credited with such Offer Shares by 5:00 p.m. (Singapore time) on the Date of Receipt or 5:30 p.m. (Singapore time) on the Closing Date (if the Date of Receipt is the Closing Date). None of CDP, the Offeror's Financial Advisers and the Offeror (or, for avoidance of doubt, any of the Offeror's related corporations) accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

4. **Acceptance via SGX-SSH service (This section is applicable to Depository Agents only).** Depository Agents may accept the Offer via the SGX-SSH service provided by CDP as listed in Schedule 3 of 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 the FAA had been properly completed in all respects and delivered to CDP.

5. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, subject to relevant securities law restrictions, 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.

6. **Deceased Account Holders**

(a) **If the sole 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 and lodged with **JCET-SC (Singapore) Pte. Ltd., c/o The Central Depository (Pte) Limited** either (i) **by hand** at **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, 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 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 in accordance with sub-paragraph (i) above. The Grant of Probate or Letters of Administration must be lodged with CDP before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAA relates.

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

- (i) it is a joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint holder(s); or
- (ii) it is a joint signatories account, this FAA must be signed by **ALL** surviving joint holder(s),

and lodged with **JCET-SC (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, Grant of Probate or Letters of Administration and/or all other relevant documentation in respect of the deceased holder.

7. **Conclusive Evidence.** Lodgement of this duly completed and signed FAA with **JCET-SC (Singapore) Pte. Ltd., c/o The Central Depository (Pte) Limited** either (i) **by hand** at **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 at **Robinson Road Post Office, P.O. Box 1984, Singapore 903934**, 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 Offer Shares to which it relates. Upon receipt of this FAA, CDP will transfer the Offer Shares in respect of which you have accepted the Offer from the “Free Balance” of your Securities Account to a “Suspense Account”. Such Offer Shares will be held in the “Suspense Account” until the consideration for such Offer Shares has been despatched/distributed to you in the event the Offer becomes or is to be unconditional in all respects in accordance with its terms.

8. **Governing Law and Third Party Rights.** By completing and delivering this FAA to CDP, 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 the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided to the contrary in this FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAA 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 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 Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the 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 in all respects and lodged with **JCET-SC (Singapore) Pte. Ltd., c/o The Central Depository (Pte) Limited** either (i) **by hand** at **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 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 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 Offer Shares credited to your Securities Account. You can verify the number of Offer Shares credited to your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service; (b) through CDP Phone Service if you have a T-Pin; or (c) by proceeding to CDP in person with your identity card or passport.