THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (AS DEFINED BELOW) (THE "FAT") IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. 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 3 SEPTEMBER 2020 (THE "OFFER DOCUMENT") IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANINGS AS ASCRIBED TO THEM IN THE OFFER

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN ON THE REGISTER OF MEMBERS OF CHINA JISHAN HOLDINGS LIMITED (THE "REGISTER") 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 CASH OFFER (THE "OFFER") BY STIRLING COLEMAN CAPITAL LIMITED ("SCC.") FOR AND ON BEHALF OF TIANLAN HOLDING PTE. LTD. (THE "OFFEROR") TO ACQUIRE ALL THE ISSUED ORDINARY SHARES (THE "OFFER SHARES") IN THE CAPITAL OF CHINA JISHAN HOLDINGS LIMITED (THE "COMPANY").

VOLUNTARY CONDITIONAL CASH OFFER FOR CHINA JISHAN HOLDINGS LIMITED

FORM OF ACCEPTANCE AND TRANSFER FOR THE OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO M & C SERVICES PRIVATE LIMITED ("M & C SERVICES") IF YOU DO NOT WISH TO ACCEPT THE OFFER)

Part (A) Number of Offer Shares Tendered in Acceptance of the Offer	Part (B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$0.35 for each Offer Share	
		e number of Offer Shares above. Last date and e to time by or on behalf of the Offeror (the "Cl	
I/We,		(Passport/NRIC/Company Registration Nun	nber):
(Full name(s) of Shareho	older and joint Shareholder(s), if any)		
of (Address)			
Telephone No. (Office/Home):		(Handphone):	
E-mail:			
stated in Part (B) above.		ed the "Transferee") the Offer Shares as stated in F	
My/our acceptance of the Offer at the Offer Pricthis FAT and in the Offer Document.	ce, by way of completion, execution and submis	Offer Share, as stated in the Offer Document. The ssion of this FAT to M & C SERVICES is subject is FAT shall constitute my/our irrevocable acceptan Document and The Singapore Code on Take-Ove	to the following terms and conditions set out in
irrevocable.		Document and The Singapore Code on Take-Ove odo such acts and things as may be required to give	
Warranty. I/We unconditionally and irrevocably war transferred to the Offeror or the Transferee, will be sale, equity, options, rights of pre-emption, rights of entitlements attached thereto as at the date of the all dividends, rights, other distributions and/or return any event of any such Distribution, the Offer Price Authorisation. I/We irrevocably authorise any perirevocably authorise and direct the Offeror or its a us or any other documents (including share certificionit accepting Shareholders, to the joint accepting Return of Offer Shares. In the event the Offer dother accompanying document(s) will be returned to by ordinary post at my/our own risk as soon as post offer Unconditional. If you have accepted the Oaccordance with its terms, upon the Offer Share not designated any agent, to the one first-named in (a) in respect of acceptances of the Offer which accordance with its terms, within 7 business in the service of the Offer which accordance with its terms, within 7 business in the service of the Offer which accordance with its terms, within 7 business in the service of the Offer which accordance with its terms, within 7 business in the service of the Offer which accordance with its terms, within 7 business in the offer which accordance with its terms, within 7 business in the offer which accordance with its terms, within 7 business in the offer of the offer which accordance with its terms.	rrant, inter alia, that the Offer Shares in respect of a (i) fully paid, (ii) free from all claims, charges, lier of first refusal, levy, moratoriums or other third party offer announcement, being 20 August 2020 (the in of capital (if any) which may be announced, declapayable may be reduced by the amount of such Distrson nominated in writing by the Offeror or by the gent to send cheques for the appropriate amounts, cates) which may be returned to me/us by ordinary Shareholder first-named in the Register) at the relevens not become or is not declared unconditional in to me/us at the relevant address set out in the Registsible but, in any event, not later than fourteen (14) (ffer in accordance with the provisions contained he patch of the consideration for the Offer Shares in re svalidly tendered in acceptance of the Offer will be in the Register, as the case may be) by ordinary post are complete and valid in all respects and are receit days of that date; or	nection with this FAT, and to enable the Offeror or lent. which the Offer is accepted by me/us as, or on beh as, pledges, mortgages, encumbrances, declaration y rights or interests of any nature whatsoever; and "Offer Announcement Date") and hereafter attachlared, paid or made by the Company on or after the tribution in accordance with the terms and subject to Transferee to date this FAT and to complete the pbeing the consideration for the Offer Shares validly post at my/our own risk to the address stated abovant address maintained in the Register, by ordinary all respects in accordance with its terms, I/we und ster (or in the case of joint Shareholders, to the joint days from the lapse or withdrawal of the Offer becrespect of which you have accepted the Offer, remise despatched to you (or your designated agent or, in t, at your own risk, and as soon as practicable and inved on or before the date on which the Offer has believed after the Offer has been accepted the Offer has besieved after the Offer has been and the Offer has besieved after the Offer has been and the Offer has besieved after the Offer has been and the Offer has besieved after the Offer has been and the Offer	nalf of the beneficial owner(s) thereof are, and where so of trust, hypothecation, retention of title, power or (iii) transferred together with all rights, benefits an ing thereto, including the right to receive and retail of offer Announcement Date (the "Distributions"). It is to be conditions contained in the Offer Document, barticulars of the Transferee on my/our behalf. I/W tendered in acceptance of the Offer, payable to me we or, if none is set out, to me/us (or in the case of y post at my/our risk. erstand that the FAT, share certificate(s) and/or an accepting Shareholder first-named in the Register) omes or is declared unconditional in all respects it tlances in the form of a S\$ crossed cheque for the the case of joint accepting Shareholders who have any event:
7 business days of the date of such receipt. If you wish to accept the Offer, please sign b FOR INDIVIDUAL SHAREHOLDERS			LEASE SIGN HERE
	named Shareholder/first-named joint Sharehold	ler	
in the presence of: Witness' Signature:)	
		1	
NRIC/Passport No.:)	
Address:			
Occupation:		Signature of Share	eholder/first-named joint Shareholder
Signed, sealed and delivered by the above-r	named joint Shareholder in the presence of:		
Witness' Signature:)	
)	
NRIC/Passport No.:)	
)	
Occupation:) Signature	e of joint Shareholder, if any
FOR CORPORATE SHAREHOLDERS			
The Common Seal of the above-named Sha	areholder was hereunto affixed in the presence	of:	
	·)	
)	
Director	Director/Secretary)	
and/or other regulations. If a corporation do	must be signed by all joint Shareholders. It be executed under its common seal, the seal be not by the law of the country of its incorporatio	peing affixed and witnessed in accordance with its in require a common seal to execute this FAT, this able to the Offeror. The Offeror will be entitled to c	FAT may be executed in such other manner so as
	FOR OFF	ICIAL USE	
The Offeror or 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 Offer Document and this FAT.			

Director

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) of the Offer Shares beneficially owned by them and who wish to accept the Offer 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 Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix B 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, your Offer Shares are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of these Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Shares (the "FAA") in accordance with the instructions printed thereon and the Offer Document. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a Shareholder of the Company, from The Central Depository (Pte) Limited. Please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for instructions on how to obtain a copy of the FAA. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

- 1. Acceptance by Shareholders. If you wish to accept the Offer 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) of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in Part (B) of this FAT, the share certificate number(s) of the relevant share certificate(s). If you:
 - (a) do not specify a number in Part (A) of this FAT; or
 - (b) specify a number in Part (A) of this FAT 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; and
 - ii) sign this FAT in accordance with provisions and instructions of the Offer Document and the instructions printed on this FAT.
- 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 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 the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered 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 Transferee. This will be done on your behalf by a person nominated by the Offeror or the Transferee.
- 4. Delivery of FAT. You should deliver:
 - (i) the duly completed and signed original of this FAT in its entirety (no part may be detached or otherwise mutilated);
 - (ii) the share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror and/or M & C Services relating to the Offer Shares in respect of which you wish to accept the Offer. 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) 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 Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902, as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date;
 - (iii) 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
 - (iv) any other relevant document(s), either:
 - (a) by hand to Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902; or
 - (b) by post, in the enclosed pre-addressed envelope at your own risk, to Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902,

In each case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE. Settlement of the consideration under the Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed. If the completed and signed FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with this FAT. It is your sole responsibility to affix adequate postage on the said envelope. Proof of posting is not proof of receipt by the Offeror at the above address.

- 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, 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 M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902. 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 to M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) 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 any other document(s) required will be given by the Offeror, SCCL and/or M & C Services.
- 7. Shareholder Abroad. If the 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 Shareholder" in the Offer Document, be sent by the quickest means (for example, express airmail) to the Shareholder for completion and 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, suspension, termination or withdrawal 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. Sole Shareholder Deceased. If the sole Shareholder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration have been registered with M & C Services, this FAT must be signed by all the personal representative(s) of the deceased and lodged with Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered with M & C Services, all the personal representative(s) of the deceased must personally proceed together to Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 to register and lodge the original Grant of Probate or Letters of Administration before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.
- 9. Joint Shareholder Deceased. If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving Joint Shareholder(s) and lodged with Tianlan Holding Pte. Ltd. c/o M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder and/or all other relevant documentation 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:
 - (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 the 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.
- 11. **Disclaimer and Discretion.** The Offeror, SCCL and/or M & C Services will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this FAT 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 FAT is properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror, SCCL or M & C Services accepts any responsibility or liability for the consequences of such a decision. Each of the Offeror and SCCL reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAT, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this FAT. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror, SCCL and/or M & C Services any responsibility or liability for such a decision, including the consequences of such a decision. For the avoidance of doubt, the FATs received by M & C Services on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
- 12. Risk of Posting. All communications, certificates, notices, documents, payments and remittances to be delivered or 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, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the Register, at the risk of the person entitled thereto (or for the purposes of remittances only, to such different name and addresses as may be specified by you in the FAT, at your own risk).
- 13. Conclusive Evidence. Delivery of this duly completed and signed FAT, together with the relevant share certificate(s) and/or other document(s) 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 M & C Services of the right and title of the person 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 the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless otherwise expressly provided in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, 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.

By completing and delivering this FAT, you (a) consent to the collection, use and disclosure of your personal data by the Offeror, the Company, SCCL, M & C Services and/or CDP (the "Relevant Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable law; and (c) agree that you will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.