

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 EXIT OFFER LETTER DATED 21 FEBRUARY 2017 (THE "EXIT OFFER LETTER") IN RELATION TO THE EXIT OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE REGISTER OF MEMBERS OF SUNMART HOLDINGS LIMITED (THE "COMPANY") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTION. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS AND OVERSEAS BONDHOLDERS" IN THE EXIT OFFER LETTER CAREFULLY.

EXIT OFFER ("EXIT OFFER") BY SUN BINGZHONG ("OFFEROR") TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF SUNMART HOLDINGS LIMITED OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND THE PARTIES ACTING IN CONCERT WITH HIM ("OFFER SHARES") IN CONNECTION WITH THE PROPOSED VOLUNTARY DELISTING OF SUNMART HOLDINGS LIMITED

**EXIT OFFER FOR OFFER SHARES IN CONNECTION WITH THE VOLUNTARY DELISTING OF
SUNMART HOLDINGS LIMITED**

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD ("SHARE REGISTRAR") IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

Part A: Number of Offer Shares Tendered in Acceptance of the Exit Offer	Part B: Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Exit Offer Price (as stated in the Exit Offer Letter)	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Exit Offer: 5.30 p.m. on 22 March 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror ("Closing Date").

I/We, _____ (Passport/NRIC/Company Registration Number) _____
(Full name(s) of Shareholder and joint Shareholder(s) if any)

of _____
(Address)

Telephone No. (Office/Home): _____ (Handphone): _____

E-mail: _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Offer Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above. 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 Exit Offer is the Exit Offer Price, being S\$0.07 in cash for each Offer Share, as stated in the Exit Offer Letter.

The acceptance of the Exit Offer at the Exit Offer Price, by way of execution of this FAT, is subject to the terms and conditions set out below and in the Exit Offers Letter.

Irrevocable Acceptance. My/Our execution of this FAT shall constitute my/our irrevocable acceptance of the Exit Offer, upon the terms and subject to the conditions contained in the Exit Offer Letter and 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 the Offeror or the Transferee, and in connection with this FAT, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Exit Offer Letter.

Warranty. I/We unconditionally and irrevocably warrant to the Offeror that the Offer Shares in respect of which the Exit Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, 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 and advantages attached thereto as at the Joint 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 Sunmart Holdings Limited/Sun Bingzhong on or after the Joint Announcement Date.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT and to complete the particulars of the Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts being the consideration for the Offer Shares 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 the Company (the "Register")) at the relevant address maintained in the Register, by ordinary post at my/our risk.

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

PLEASE SIGN HERE

FOR INDIVIDUAL SHAREHOLDERS

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

FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereunto affixed in accordance with its Memorandum and Articles of Association or relevant constitutive documents: _____) _____) Director _____ Director/Secretary _____)

Notes:

- (a) A husband must not witness the signature of his wife and vice versa.
- (b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
- (c) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Memorandum and Articles of Association and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE
The 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 Exit Offer Letter and this FAT. The Common Seal of the Transferee was hereunto affixed in accordance with its Memorandum and Articles of Association or relevant constitutive documents: _____) _____) Director _____ Director/Secretary _____)

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Exit 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) in respect of the Offer Shares beneficially owned by them and who wish to accept the Exit Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of despatch of the Exit Offer Letter 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 Exit Offer. This FAT and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptances are set out in Appendix 1 (Procedures for Acceptance and Settlement of the Exit Offer) to the Exit Offer Letter.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Exit 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 ("FAA") in accordance with the provisions and instructions printed thereon. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a Shareholder of the Company from (i) The Central Depository (Pte) Limited, 9 North Buona Vista Drive, #01-19-20 The Metropolis, Singapore 138588, or (ii) Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. Electronic copies of the FAA may also be obtained from the website of the SGX-ST at <http://www.sgx.com>.

1. **Acceptance by Shareholders.** If you wish to accept the Exit Offer, you should complete, sign and deliver this FAT in accordance with the Exit Offer Letter and the provisions and instructions printed on this FAT:

- (1) 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 Exit Offer.
- (2) If you wish to accept the Exit 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 Exit 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).
- (3) If you wish to accept the Exit 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 Exit Offer is accepted and state in Part B the share certificate number(s) of the relevant share certificate(s).
- (4) If you do not wish to accept the Exit 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 the Company, 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:

- (1) the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
- (2) the share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror relating to the Offer Shares in respect of which you wish to accept the Exit Offer; and
- (3) 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 and stamped, with the particulars of transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either),

either:

- (a) by hand to **Sun Bingzhong c/o Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
- (b) by post, in the enclosed pre-addressed envelope at your own risk, to **Sun Bingzhong c/o Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**. 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 responsibility to affix adequate postage on the said envelope,

in either case so as to arrive **NOT LATER THAN 5.30 P.M. ON 22 MARCH 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**. Settlement of the consideration under the Exit 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, are required to procure the Company to issue such share certificate(s) in accordance with the Memorandum and Articles of Association of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Exit Offer Letter 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 **Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Exit 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 the Offeror or the 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:

- (1) the Grant of Probate or Letters of Administration have been registered with the Company Secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and lodged with **Sun Bingzhong c/o Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
- (2) the Grant of Probate or Letters of Administration have not been registered with the Company Secretary of the Company, all the personal representative(s) of the deceased must go to the Company Secretary of the Company 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 Company Secretary of the Company 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 **Sun Bingzhong c/o Boardroom Corporate & Advisory Services Pte Ltd at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**, 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:

- (1) **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;
- (2) **Incorrect address.** Please write the correct address on this FAT; and
- (3) **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 and/or the Share Registrar will be entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Exit Offer which is not entirely in order or which does not comply with the Exit Offer Letter and the provisions and instructions of this FAT or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Exit 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 (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations) and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror reserves the right to treat acceptances of the Exit Offer as valid if received by or on behalf of the Offeror at any place or places determined by it otherwise than as stated in the Exit Offer Letter or this FAT, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAT. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations) and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

12. **Risk of Posting.** All communications, notices, documents and remittances to be sent to you will be sent by ordinary post to your respective addresses as they appear 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 the Offeror, to the Offeror and/or the Share Registrar shall be conclusive evidence in favour of the Offeror, the Transferee and the 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 Exit 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 this FAT or the Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter and this FAT has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein and the Exit Offer Letter, 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 Boardroom Corporate & Advisory Services Pte. Ltd., the Offeror, CDP and the Company (the "Relevant Persons") for the purpose of facilitating your acceptance of the Exit 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.