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 EXIT OFFER LETTER DATED 12 APRIL 2016 (THE "**EXIT OFFER LETTER**") IN RELATION TO THE EXIT 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 EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT 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 EXIT OFFER LETTER CAREFULLY.

EXIT OFFER (THE "EXIT OFFER") BY UOB KAY HIAN PRIVATE LIMITED ("UOBKH"), FOR AND ON BEHALF OF WINNER INTERNATIONAL INVESTMENTS LIMITED (THE "OFFEROR"), TO ACQUIRE ALL OF THE ISSUED ORDINARY SHARES IN THE CAPITAL OF CHINA DAIRY GROUP LTD. (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AS AT THE DATE OF THE EXIT OFFER LETTER (THE "OFFER SHARES")

VOLUNTARY DELISTING EXIT OFFER FOR CHINA DAIRY GROUP LTD.

FORM OF ACCEPTANCE AND AUTHORISATION FOR SHARES

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

NAME(S) AND ADDRESS OF DEPOSITOR(S)	Securities Account Number
Last date and time for acceptance of the Exit Offer: 5.30 p.m. (Singapore Time) on 18 May 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").	If your purchase of the above Offer Shares was settled through your Central Provident Fund ("**CPF**") approved agent bank, finance company or Depository Agent and you wish to accept the Exit 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: **WINNER INTERNATIONAL INVESTMENTS LIMITED**
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S$0.195 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 FAA in accordance with Section A below, is subject to the terms and conditions set out below and in the Exit Offer Letter.

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

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 any person nominated in writing by the Offeror (hereinafter called the "**Transferee**"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Shares as specified in the Exit Offer Letter.

Warranty. I/We unconditionally and irrevocably warrant 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 claims, liens, equities, mortgages, charges, pledges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements 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 announced, declared paid or made thereon by the Company on or after the Joint 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 Exit 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 Exit 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 Exit Offer on the date of settlement of the consideration for such Offer Shares, in the event of the Exit 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 my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Exit Offer, information pertaining to the level of acceptance of the Exit Offer and any other information to the Offeror, the Transferee, UOBKH (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 Exit Offer and my/our acceptance thereof.

Return of Offer Shares. In the event that the Delisting Resolution Approval Condition is not fulfilled, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Exit 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 Exit Offer.

Exit Offer Unconditional. If the Delisting Resolution Approval Condition is fulfilled and the Exit Offer turns unconditional, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Exit Offer Price by way of a cheque in Singapore currency drawn on a bank in Singapore for the appropriate amount, by ordinary post to your mailing address as it appears in the records of CDP at your own risk or in such other manner as you may have agreed with CDP for the payment of any cash distributions, as soon as practicable and in any event:

(a) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer turns unconditional, within 7 business days of that date; or

(b) in respect of acceptances which are complete and valid in all respects and are received after the Exit Offer turns unconditional, but before the Exit Offer closes, within 7 business days of the date of such receipt.

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 any person nominated in writing by the Offeror or the Transferee:

		Please indicate the number of Offer Shares you wish to tender in acceptance of the Exit Offer
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 Exit Offer is accepted	

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

PLEASE SIGN HERE

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 Exit 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 Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix 1 to the Exit Offer Letter.

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 Exit 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 Exit 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 Exit Offer Letter and then submit the signed original to **WINNER INTERNATIONAL INVESTMENTS LIMITED, c/o The Central Depository (Pte) Limited by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope 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. (SINGAPORE TIME) ON 18 MAY 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.** Proof of posting is not proof of receipt by the Offeror at the above addresses. **The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside Singapore.**

   The Offeror, UOBKH and/or CDP will be authorised and entitled, in their sole and absolute discretion, to reject any acceptances of the Exit Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Exit Offer Letter 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, UOBKH and the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and UOBKH each reserve the right to treat acceptances of the Exit 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 Exit Offer Letter or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAA. CDP takes no responsibility for any decision made by the Offeror or UOBKH. 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 Exit 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. 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. on the Closing Date (provided always that the date of receipt is on or before the Closing Date) or, if no such number of Offer Shares is inserted in Part A, then you are deemed to have accepted the Exit 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. on the Date of Receipt or 5.30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date).

3. **Acceptance by Depositors whose Securities Accounts will be credited with Shares.** If you have purchased Offer Shares on the SGX-ST, a 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 Exit 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, complete, sign and return that FAA in accordance with 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. on the Date of Receipt or 5.30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date). None of CDP, UOBKH and the Offeror 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 Exit 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 Exit Offer Letter as if the FAA had been completed and delivered to CDP.

5. **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.

6. **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 **WINNER INTERNATIONAL INVESTMENTS LIMITED, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934**. **The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside Singapore**; 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.

   (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 **WINNER INTERNATIONAL INVESTMENTS LIMITED, 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 and all other relevant documentations, in respect of the deceased holder.

7. **Conclusive Evidence**. Lodgement of this FAA with **WINNER INTERNATIONAL INVESTMENTS LIMITED, c/o The Central Depository (Pte) Limited by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934** duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee 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 Offer Shares in respect of which you have accepted the Exit 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 to you.

8. **Governing Law and Third Party Rights.** By completing and delivering this FAA, 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 non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAA 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 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 Exit 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 and lodged with WINNER INTERNATIONAL INVESTMENTS LIMITED, c/o The Central Depository (Pte) Limited by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope 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 Exit 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 in your Securities Account. You can verify the number of Offer 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.

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (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 12 APRIL 2016 (THE "**EXIT OFFER LETTER**") IN RELATION TO THE EXIT OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN ON THE REGISTER OF MEMBERS OF THE COMPANY (AS DEFINED BELOW) 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 EXIT OFFER LETTER CAREFULLY.

EXIT OFFER (THE "EXIT OFFER") BY UOB KAY HIAN PRIVATE LIMITED ("UOBKH"), FOR AND ON BEHALF OF WINNER INTERNATIONAL INVESTMENTS LIMITED (THE "OFFEROR"), TO ACQUIRE ALL OF THE ISSUED ORDINARY SHARES IN THE CAPITAL OF CHINA DAIRY GROUP LTD. (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AS AT THE DATE OF THE EXIT OFFER LETTER (THE "OFFER SHARES")

VOLUNTARY DELISTING EXIT OFFER FOR CHINA DAIRY GROUP LTD.
FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

INTERNET COPY

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

Part (A): Number of Offer Shares Tendered in Acceptance of Exit Offer	Part (B): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S$0.195 in cash for each Offer Share	

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. (Singapore time) on 18 May 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").

I/We, _____ (Passport/NRIC/Company Registration Number) _____

(Full name(s) of Shareholder and joint Shareholder(s), if any)

of _____

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.

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S$0.195 in cash for each Offer Share, as stated in the Exit Offer Letter.

My/Our 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 Offer 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 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 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 claims, liens, equities, mortgages, charges, pledges, encumbrances rights of pre-emption and other third party rights and interests of any nature whatsoever, and (iii) transferred together with all rights, benefits and entitlements 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 announced, declared, paid or made thereon by the Company, 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) at the relevant address maintained in the Register, by ordinary post at my/our risk.

Return of Share Certificate. In the event that the requisite approval of Shareholders of the Delisting Resolution Approval Condition is not fulfilled, I/we understand that this FAT and other documents (including share certificate(s)) will be returned to me/us at the address stated above, or if none is stated, to me/us (or in the case of joint accepting Shareholders, to the one first named in, and at his/her address maintained in, the Register) at the relevant address set out in the Register, by ordinary post at my/our own risk as soon as possible, but in any event not later than 14 days from the lapse of the Exit Offer.

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

FOR INDIVIDUAL SHAREHOLDERS

Signed 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 and delivered by the above-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 by an authorised signatory/authorised signatories for and on behalf of the corporation in a 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 in accordance with the terms and subject to the conditions in the Exit Offer Letter and this FAT.

The Common Seal of the Transferee was hereunto affixed in the presence of:)
)
)

_____ _____)
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 certificates 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 certificates with CDP during the period commencing on the date 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 acceptance are set out in Appendix 1 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 those 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 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 **The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**.

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

   (i) 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).

   (ii) 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).

   (iii) If you do not wish to accept the Exit Offer, you do not need to take any action.

   If you leave Part (A) of this FAT blank or 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 Exit Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto.

   Acceptances in the form of this FAT received by M&C Services.

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 Offeror or 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 completed and signed 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 relating to the Offer Shares in respect of which you wish to accept the Exit Offer; and

   (iii) 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 it),

   either:

   (a) by hand to **Winner International Investments Limited c/o M&C Services Private Limited of 112 Robinson Road #05-01 Singapore 068902**; or

   (b) by post, in the enclosed pre-addressed envelope at your own risk, to **Winner International Investments Limited c/o M&C Services Private Limited of 112 Robinson Road #05-01 Singapore 068902**. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore,

   in either case so as to arrive **NO LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. 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 **M&C Services Private Limited of 112 Robinson Road #05-01 Singapore 068902**.

6. **No acknowledgement**. No acknowledgement of receipt of any FAT, share certificate(s) or any other document(s) will be given by the Offeror or the 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 air mail) to the Shareholder for execution, or if he has executed a Power of Attorney, this FAT 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 be attached with this FAT. No other signatures are acceptable.

8. **Deceased Shareholders.** If the sole Shareholder is deceased and if:

   (i) 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 **Winner International Investments Limited c/o M&C Services Private Limited of 112 Robinson Road #05-01 Singapore 068902**; or

   (ii) 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 to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Company first, 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 **Winner International Investments Limited c/o M&C Services Private Limited of 112 Robinson Road #05-01 Singapore 068902**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and 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, UOBKH and/or the Registrar will be authorised and entitled, if their sole and absolute discretion, to reject or threat as invalid any acceptance of the Exit Offer through this FAT which are not entirely in order or which do not comply with the provisions and instructions contained in the Exit Offer Letter and in this FAT, as the case may be, or which is otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Exit Offer, it is your sole responsibility to ensure that this FAT is properly completed and signed in all respects and all supporting documents, where applicable, are provided. Any decision to reject this FAT on the grounds that it has been invalidly, incorrectly, or incompletely signed, completed or submitted will be final and binding and none of the Offeror, UOBKH and the Registrar accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror, UOBKH and the Registrar each reserves the right to treat acceptances of the Exit 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 Exit Offer Letter or in this FAT, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAT and none of the Offeror, UOBKH and/or the Registrar accepts any responsibility or liability for 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 the address as they appear in this FAT, or, if none is stated, 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) at the relevant address maintained in the Register 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 documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror and/or the Registrar shall be conclusive evidence in favour of the Offeror, the Transferee, UOBKH and/or the Registrar 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 Exit 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 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 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 and in 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.